

**AGREEMENT**  
**BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND RFID LIBRARY**  
**SOLUTIONS, INC.**  
**FOR THE PURCHASE, INSTALLATION AND MAINTENANCE OF AN AUTOMATED**  
**MATERIAL HANDLING SYSTEM FOR MEAD PUBLIC LIBRARY, SHEBOYGAN WI**

This Agreement (“Agreement”) is made and entered into effective this \_\_\_the day of \_\_\_\_\_, 2024 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and RFID Library Solutions, Inc.(“Contractor”).

WITNESSETH:

WHEREAS, the City is the owner of Mead Public Library in Sheboygan, WI; and

WHEREAS, the City wishes to install an automated material handling and sorting system to handle materials returned to the library in a more efficient and effective manner; and

WHEREAS, the City issued a Request for Bids # 2066-24 detailing its requirements related to the system, its functionality and fitness for use as well as a desire to contract for a minimum of one annual maintenance visit for a period of five years following installation and the initial warranty period as detailed in **Exhibit # 1**; and

WHEREAS, the Contractor has expressed an interest in the provision, installation and on-going annual maintenance of the system in its proposal to City and included here as **Exhibit # 2**; and

WHEREAS, the City has reviewed all of the proposals received and determined that the proposal submitted by the Contractor best meets or exceeds all of the criteria required as detailed in the Request for Bids and is also the lowest responsive and responsible bid; and

WHEREAS, Contractor has affirmed its desire to provide the City with the necessary goods and services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

**Article 1. Scope of Services**

Contractor shall provide all materials and equipment and perform all work associated with the project as specified in Exhibits 1 related to the provision, installation and on-going maintenance of the system (“Goods and Services”).

Contractor shall provide all labor, machinery, equipment, licenses, permits, bonds, and travel expenses to safely and skillfully complete the project and shall dispose of all materials generated

during said installation in a lawful manner (the “Disposal”). Contractor shall be responsible for obtaining any and all applicable permits and paying any and all applicable permit fees prior to beginning work.

Contractor shall be responsible for furnishing, erecting, and maintaining suitable barricades, warning signs, flashers, fencing, and other protective equipment to properly protect and safeguard its personnel and the public during all phases of the Services.

Contractor will need to plan the work in advance of mobilization and coordinate with the City’s Representative. The facilities to be impacted by the project will continue to be occupied while the project is underway.

**Article 2. Standard of Care**

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances (“Standard of Care”). The City’s Representative shall be the sole judge of the adequacy of Contractor’s work in meeting the Standard of Care; however, the City’s Representative shall not unreasonably withhold its approval as to the adequacy of Contractor’s performance. Upon notice to Contractor, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care which appear within a period of one year from the date of final payment of the Contract.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement. All work shall be closely coordinated with the City’s representative(s).

**Article 3. CITY Representative**

The City designates Chase Devrou, Director of Information Technology for Mead Public Library, as representative for purposes of this Agreement. If the City’s Representative deems it appropriate, the City’s Representative may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City’s Representative or his designee observes any work performed by the Contractor to not be in conformity with the Agreement, the City’s Representative will report that to the Contractor. The City’s Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate course of corrective action.

**Article 4. Compensation**

The City shall pay Contractor for the Services an amount not to exceed:

\$192,225.00 for the purchase and installation of the proposed system

\$ 16,000/Year for a total of (5) Years following the initial one-year warranty period to include two annual preventative maintenance visits per year to include 24/7 maintenance, software support

and upgrades and a spare parts package. A Total of \$ 80,000.00 is to be paid at time of invoicing for the installation of the system.

For avoidance of doubt, some additional structural modifications will be required by others to accommodate the installation of the equipment. Contractor shall assist as needed in the design and planning of these modifications so as to assure that the structure is ready to accept the new equipment.

Invoices shall be sent via first class mail postage prepaid or via email. Payment will be remitted to Contractor within sixty (60) days of receipt of invoice. Contractor shall submit an invoice to the CITY on a monthly basis and shall be based on the percentage of each quadrant completed. The invoice shall be sent to:

Bernard Rammer  
City of Sheboygan  
828 Center Avenue, Suite 110  
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.

- Liquidated damages due to the City.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

**Article 5. Appropriation of Funds**

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

**Article 6. Performance and Payment Bond NOT REQUIRED**

**Article 7. Schedule**

Contractor shall commence work after receiving a Notice to Proceed from the City. All work shall be coordinated with the City's Representative. No work may occur on weekends, holidays without prior approval from the City's Representative.

Contractor shall complete the services by **November 15, 2025** or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline") Due primarily to manufacturer lead time for materials, the City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City and waive any associated penalties with liquidated damages.

**Article 8. Liquidated Damages**

In the event that Contractor does not complete the Services by the Deadline or the alternative final agreed upon completion date, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

**Article 9. Workmanship and Quality of Materials**

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of all training required in the Project Manual:

- All equipment and materials purchased as a result of this Agreement shall include the equipment manufacturer’s standard warranty.
- Contractor shall provide a one-year warranty against defects for parts and labor.

All material used shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City’s Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term “or equal” or the term “the equivalent” if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether such material or equipment is equal to that specified shall be made by the City’s Representative. The approval by the City’s Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City’s Representative shall be the sole and final judge of equivalency.

**Article 10. Safety Requirements**

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law.

Contractor shall be responsible for the safety of its employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor’s tools and equipment from any cause whatsoever.

**Article 11. Open Records**

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of Final Payment under the Agreement.

**Article 12. Termination**

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, seven (7) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

**Article 13. Default**

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of seven (7) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

**Article 14. Identity of Contractor**

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

**Article 15. Independent Contractor Status**

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

**Article 16. Indemnification**

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City, including its officials, agents, and employees, harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity

arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its officials, agents, or employees, or paid for on behalf of the City, its officials, agents, or employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its officials, agents, and employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

**Article 17. Insurance**

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

Please refer to Insurance and Bonding Requirements attached as **Exhibit# 3**

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin  
828 Center Avenue  
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

**Article 18. Conflict of Interest**

Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.



**Article 19. Waiver**

No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

**Article 20. Severability**

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**Article 21. Assignment**

Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

**Article 22. Third Party Rights**

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

**Article 23. Governing Law and Venue**

This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

**Article 24. Non-Discrimination**

In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability (as defined in Wis. Stat. § 51.01(5)), sexual orientation (as defined in Wis. Stat. § 111.32(13m)), or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or

transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to take affirmative action to ensure equal employment opportunities.

**Article 25. Compliance with Laws**

In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations. This includes all safety requirements as set forth by the Wisconsin Administrative Code and all applicable OSHA Standards.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. § 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

**Article 26. Notices**

Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

**City:**

**Contractor:**

City Clerk	RFID Library Solutions, Inc
City of Sheboygan	11020 89 <sup>th</sup> Avenue North
828 Center Avenue	Maple Grove, MN 55369
Sheboygan, Wisconsin 53081	

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

**Article 27. Intent to be Bound**

The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

**Article 28. Force Majeure**

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

**Article 29. Integration and Modification**

This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Attachments
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. The Plan Set
5. All Addenda to the Request for Bids
6. All Other Submittals by Contractor

(collectively “the Contract”).

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

### **Article 30. Non-Collusion**

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

### **Article 31. Other Provisions**

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).
2. Advertising and News Releases. Reference to or use of the CITY, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the CITY’s Representative.

Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the CITY's Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. Ch. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
4. Guaranteed Delivery. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the Agreement price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.
5. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
6. Intent of Contract Documents.
  - a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.
  - b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined

**Article 32. Incorporation of Required Clauses and Conditions**

To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this contract between the City of Sheboygan and the contractor, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

To the extent Contractor is required, by this contract or by any applicable federal statute, regulation, or executive order, to include or incorporate any clause or condition into its subcontracts or Contractor agrees to ensure that any term.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year first written above.

**CITY OF SHEBOYGAN, WISCONSIN**

**RFID Library Solutions, Inc.**

**BY:** \_\_\_\_\_  
Ryan Sorenson, Mayor

**BY:** \_\_\_\_\_

**ATTEST:** \_\_\_\_\_  
Meredith DeBruin, City Clerk

**ATTEST:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

EXHIBIT 1

**REQUEST FOR BIDS**  
**2066-24**  
**CITY OF SHEBOYGAN**  
**MEAD PUBLIC LIBRARY**  
**AUTOMATED MATERIAL**  
**HANDLING SYSTEM**



CITY OF SHEBOYGAN  
INVITATION TO BID  
BID #2066-24  
Mead Public Library  
Automated Material Handling System

Bids will be received by the City of Sheboygan Purchasing Agent until 1:00 p.m. Local Time, Tuesday October 29, 2024 for the provision and installation of an Automated Material Handling System for Mead Public Library, 710 N. 8<sup>th</sup> Street, Sheboygan WI 53081.

Bids are to be sent via Electronic Mail to [Bernard.rammer@sheboyganwi.gov](mailto:Bernard.rammer@sheboyganwi.gov) with "Mead Library AMH System" in the subject line.

A single contract will be awarded for providing equipment, shipping, installation and training of the equipment to be purchased.

Detailed specifications may be obtained at no cost by contacting Bernard Rammer, Purchasing agent at (920) 459-3469 or via email at [bernard.rammer@sheboyganwi.gov](mailto:bernard.rammer@sheboyganwi.gov).

Prospective Vendors may arrange for an in-person visit to the Library to view the space as it exists today by contacting the Purchasing Office for an appointment.

The successful contractor shall provide a certificate of insurance which shall be furnished to the Purchasing Agent for Worker's Compensation Insurance for all workers on this contract, as well as Public Liability and Property Damage Insurance, including Contractors Contingent and Protective Insurance, as will protect him and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death as well as claims for property damages which may arise from operations under this contract.

The contract document will accompany a City of Sheboygan purchase Order referencing the terms and conditions of the bid documents.

The City of Sheboygan is exempt from Federal Excise Tax and State Sales Tax. Bids shall be made exclusive of these taxes. Certification will be furnished to the successful bidder upon request.

The City of Sheboygan reserves the right to reject any or all bids, to waive informalities in the bidding process, cancel this solicitation and to accept any bid considered most advantageous to the City of Sheboygan.

## 1.1 GENERAL

- A. The Bidder shall visit and examine the site to acquaint himself with the adjacent areas, means of approach to the site, means of equipment ingress, conditions of actual job site, and facilities for delivering, storing, placing and handling of materials and equipment.
- B. Contractors shall inform themselves of all the conditions under which the work is to be performed concerning the site of the work, the structure of the ground, the obstacles which may be encountered, whether shown on the plans or not, and all other relevant matters concerning the work to be performed.
- C. The Contractor to whom a Contract is awarded will not be allowed any extra compensation by reason of any such matters or things concerning which the Contractor did not inform himself prior to submitting a proposal. The successful Contractor must employ, as far as possible, such methods and means in the carrying out of his work as will not cause any interruption or interference with the operation of the facility or with any other Contractors.
- D. The Contractor is expected to base his bid price on materials and equipment complying fully with the Contract Drawings and Specifications, and in the event, he names or includes in his bid materials or equipment which do not conform, he will, if awarded a contract, be responsible for furnishing materials and equipment which fully conform at no change in his contact price.
- E. Contractor must satisfy themselves by personal examination of the locations of the proposed work and by such other means as they may prefer as to the correctness of any quantities listed in the Bid, and shall not, after submission of their Bid, dispute or complain of such estimate, nor assert that there was any misunderstanding in regard to the nature or amount of work to be done.
- F. Before submitting a Bid, each Contractor should read the complete Contract Documents, including Invitation to Bid, Instructions to Bidders, the Form of Contract, and the Specifications, all of which contain provisions applicable not only to the successful Contractor, but also to any of his subcontractors.

## 1.2 INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

- A. Bidders shall bring inadequacies and omissions or conflicts to the Owners attention at least five days before the due date for bids. Prompt clarification will be supplied to the Bidders by addendum.
- B. Signing of the Contract will be considered as implicitly denoting that the Contractor has thorough comprehension of the project and scope of the Contract Documents.
- C. Neither the Owner nor the Engineer will be responsible for oral instructions.

## 1.3 BID REQUIREMENTS

- A. Each Contractor shall submit only one Bid.
- B. Each Contractor must submit with his Bid, special data, if any, in respect to items of equipment, alternates, or other items which any section of the Contract Document requires to be submitted with each Bid.

## 1.4 SUBMISSION OF BIDS

- A. Sealed bids must be made on the form provided and will be received by the Owner.
- B. Each Proposal shall be in pdf format and sent via email with "Bid for Mead Library AMH" in the subject line and delivered to the office designated in the Invitation to Bid.



- C. All proposals are to be made out in accordance with the Instructions and on the Bid Form included in this document.
- D. Bid amounts shall be inserted in words and in figures and in case of conflict, written word amounts will govern.
- E. Addenda issued during the time of bidding shall become a part of the Contract Documents. Bidders shall acknowledge receipt of each addendum in their bids.
- F. The list of Subcontractors will not be required to be submitted with the bid, however, the successful Bidder shall submit in writing the names of prospective subcontractors and material suppliers for the Owner's approval prior to their employment.

#### 1.5 WITHDRAWAL OF BIDS

- A. Bids may be withdrawn by written request received from Bidder or his agent prior to the time fixed for opening of bids, without prejudice to the right of the Bidder to file a new bid. Withdrawn bids will be returned unopened. Negligence on the part of the Bidder in preparing his bid confers no right for withdrawal of the bid after it has been opened.
- B. No bid may be withdrawn for a period of 60 days after the day set for the opening thereof.

#### 1.6 PERFORMANCE, PAYMENT AND BID BONDS

- A. Not Required

#### 1.7 NOTICE OF ASBESTOS MATERIALS

- A. The owner will contract separately for any building modifications. The purveyor and installer of the equipment included under this contract will not encounter any of these materials, if they are present.

#### 1.8 RESERVATIONS

- A. The Owner reserves the right to reject all bids, or any bid, or to waive any informality in any bid, or to accept any bid which will best serve the interests of the Owner.
- B. The Owner reserves the right to perform a criminal background check on all employees of the Contractor and/or sub-Contractor performing work in the building at their sole discretion.

#### 1.9 COMMENCEMENT AND COMPLETION

- A. The successful bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" and to fully complete the work within \_TBD\_ consecutive calendar days thereafter. Completion time will be converted to a specific date at the time the "Notice to Proceed" is issued.
- B. The Owner anticipates commencement of work in the First or second Quarter of 2025 or as soon as possible following contract ratification based upon lead times and completion of building modifications
- C. Please note that the completion of this project is expected to occur in early to mid-2025
- D. In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every

calendar day that the work remains uncompleted, a sum of One Hundred and 00/100 Dollars (\$100.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

#### DETAILED DESCRIPTION OF DESIRED SYSTEM

- Total of three Induction points from three drive through drop slots
- Bulk Induction Point to allow staff to insert materials from outside sources
- Total of (7) sort zones with (7) sorting bins with spring loaded floors, Heavy duty locking/swivel casters and of a size suitable to accommodate expected capacity.
- Right hand conveyor system
- System to have the ability to read both bar code and RFID chips on materials
- A minimum of (4) Check-In Antennas and (1) RFID Sort Antenna
- Interface to CPU Controller
- Quiet Operation of system
- Entire system to be modular in nature to allow for possible future reconfiguration.
- System should be scalable and allow for expansion including the ability to program and add additional zones.
- Vendor to demonstrate their ability to service the equipment on short notice.
- Vendor to provide information on location and stocking of spare parts inventory geographically related to Sheboygan WI and ability to ship needed components and or dispatch service personnel in an expedited fashion.
- The Vendor must offer a Full-Service Annual Maintenance Agreement which includes an annual or semi- annual visit to the library to inspect maintain and repair all components associated with the system in accordance with manufacturer specifications.

## DIVISION 1 -GENERAL REQUIREMENTS

### 1.1 PROTECTION OF PERSONS

- A. Work shall be executed in compliance with the Federal Occupational Safety and Health Act and the Wisconsin Administrative Code, Chapter 35, Safety in Construction.

### 1.2 APPLICATION OF THIS DIVISION OF THE SPECIFICATIONS

- A. The work is subject to the requirements of the Instructions to Bidders and this Division 1.
- B. The Contractor is fully responsible for seeing that no work shown is inadvertently left out.

### 1.3 INTENT OF CONTRACT DOCUMENTS

- A. The Sections of the Contract Document and the Contract Drawings are complementary and what is called for by any one shall be binding as if called for by all. The intention of the Contract Document is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and all other expenses as may be necessary for the proper execution and completion of the work included in the Contract.
- B. In interpreting the Contract Documents, words describing materials which have a well-known technical or trade meaning unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well known meanings recognized by Architects, Engineers, and the trade.
- C. Any work shown on the Contract Drawings and not covered in the Contract Specifications, or included in the Contract Specifications and not shown on the Contract Drawings, shall be executed by the Contractor as though both shown on the Contract Drawings and included in the Contract Specifications. If the Contract Drawings and the Specifications should be contradictory in any part, the Contract Specifications shall *govern*.

### 1.4 SCOPE OF WORK

- A. The Contract work shall include the furnishing of all labor, materials, equipment, transportation, appliances and services necessary to complete all work shown or reasonably inferred on the drawings and/or as described in the specifications.
- B. The City of Sheboygan will be responsible for:
- Any and all necessary Building Modifications including abandonment and proper closure of three (3) of the six-current drive thru materials deposit chutes.
  - Installation and placement of electric power as directed by the awarded vendor.
  - Power to be 208v, 3-Phase, Vendor to specify amperage
  - Modifications to wall to create an opening in the interior wall between the book return drop room and the sorting room.
  - Provision of electrical power in accordance with the vendor's needs.
  - Provision of (2) RJ45 style ethernet connections to the Library Network
  - Provision of SIP Licensing as required.
  - Final Connection to electrical power unless the final contracted vendor indicates that the equipment can simply be "plugged into" a proper

receptacle.

- Removal of any and all materials, furnishings, and equipment in the immediate area to allow the installation contractor to properly layout and install the equipment.
- Temporary closure of the materials deposit chutes while the equipment is being installed and tested.

C. The Contractor will be responsible to:

- Supply and install all necessary equipment for a fully functioning system.
- Supply and install all materials needed to mount or fasten the equipment to the floor including suitable anchors, bolts and hardware
- Transportation of the equipment to the library and receiving/off-loading of same from the truck and placement into the building for temporary secure storage preceding installation.
- Setting of all equipment into place in accordance with manufacturer specifications.
- Testing of equipment immediately following installation to assure that the operation of same is in full compliance with manufacturer specifications.
- Final adjustments, tuning of equipment to correct any problems or deficiencies found during the initial testing.
- Replacement of any components on an expedited basis found to be defective during testing.
- Full and complete in-person, on-site training of up to (5) library Staff in the proper operation and basic maintenance of the equipment.
- Provision of a complete set of as built and Operation manuals to the Library.
- The Contractor shall provide a visit prior to the expiration of the initial manufacturers warranty period following installation which will include a comprehensive inspection of all system components, observation of the entire system in operation, replacement of any components found to be worn, lubrication of the system and overall assurance that the system is in full compliance with manufacturers specifications.
- The contractor shall provide a Maintenance contract for a period of at least Five years following the initial warranty period. The contract should include a minimum of one annual service visit per yea, complete inspection of the machinery, replacement of normal wear items, and a full operational inspection to assure that the library continues to receive trouble free service.

## 1.5 OWNER'S REPRESENTATIVE

- A. All work under this Contract will be regularly viewed by the Owner's Representatives. Owner's Representatives will regularly visit the site of the project and observe the work for conformity with the Contract Documents, and will immediately report any lack of conformity to the Contractor.

- B. The Owner's Representatives will have authority to stop any portion of the work not in conformity with the Documents until the Owner has investigated and decided upon procedure.
- C. No work aside from that performed during the regular work week will be allowed unless prior due notice is given to the Owner or to the Owner's Representatives. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

#### 1.6 SUPERINTENDENCE

- A. The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative, satisfactory to the Owner and having the authority to act for the Contractor.
- B. Insofar as is practicable, and excepting in the event of discharge by the Contractor, or in the event of proven incompetence, the individual who has been accepted by the Owner to represent the contractor shall so act, and shall follow without delay instructions of the Engineer in the completion of the work in conformity with the contract.

#### 1.7 LABOR

- A. The Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Contract. The Owner shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions or those of the Engineer or Inspectors, relating to the carrying out of the provisions and intent of the provisions of the Contract, or who is incompetent, unfaithful, abusive, threatening or disorderly in his conduct, and any such person shall not again be employed on this project.

#### 1.8 FIRE PROTECTION

- A. The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

#### 1.9 LAWS, REGULATIONS, FEES AND PERMITS

- A. The Contractor shall comply with all laws, ordinances, rules and regulations of the local Building Inspection Department, Fire Department, Health Department, Department of Water Supply, Gas and Electricity, Department of Highways and all State and Federal agencies having jurisdiction.
- B. No Permits are anticipated to be required for this work.

#### 1.10 WATCHMEN AND OTHER SAFEGUARDS

- A. The Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades to prevent accidents, to avoid all necessary hazards, and protect the public, the work and the property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.
- B. Neither the Owner nor the Engineer shall be responsible for any loss or damage to the project materials, tools, equipment, etc., from any cause whatsoever.

#### 1.11 CODES AND STANDARDS

- A. All materials and workmanship shall comply with all applicable codes, specifications, local ordinances, industry standards and utility company regulations.

- B. In case of difference between building codes, specifications, state laws, local ordinances, industry standards and utility company regulations and the Contract Documents, the most stringent shall govern. The Contractor shall promptly notify the Engineer in writing of any such difference.
- C. Non-compliance: Should the Contractor perform any work that does not comply with the requirements of the applicable building codes, state laws, local ordinances, industry standards and utility company regulations, he shall bear all costs arising in correcting the deficiencies.
- D. Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:
  - 1. Building Codes:
    - a. ICC Codes.
    - b. National Electrical Code.
    - c. Wisconsin Administrative Code.
    - d. National fire Code
  - 2. Industry Standards, Codes and Specifications:
    - a. AIEE- American Institute of Electrical Engineers
    - b. ANSI -American National Standards Inst.
    - c. ASME- American Society of Mechanical Engineers
    - d. ASTM- American Society of Testing Materials
    - e. IPCEA- Insulated Power Cable Engineers Assoc.
    - f. NBS- National Bureau of Standards
    - g. NEMA- National Electrical Manufacturers Assoc
    - h. NFPA- National Fire Protection Assoc.
    - i. OSHA- Occupational Safety and Health Act
    - j. UL- Underwriters Laboratories
    - k. MSS - Manufacturers Standardization Society
    - l. AISC -American Institute of Steel Construction
    - m. AWS -American Welding Society

1.12 CUTTING AND PATCHING

- A. The Contractor shall be responsible for all required cutting, etc., and shall make all required repairs thereafter to satisfaction of the Engineer, but in no case shall the Contractor cut into any major structural element, beam or column without the written approval of the Engineer.

1.13 INSURANCE AND LIABILITY

- A. The Contractor and the Surety will be held responsible for and shall save the Owner harmless from all liability for damages occasioned by the digging up, use or occupancy of the street, alley, highway, public grounds and private grounds or which may result therefrom, or which may result in any way from the negligence or carelessness of the Contractor, his agents, employees or workmen; or by reason of the elements, unforeseen or unusual difficulties, obstructions, or obstacles encountered in the

prosecution of the work; and they shall indemnify the Owner for and save it harmless from all claims and liabilities, actions and causes of action, and liens for materials furnished or labor performed in the construction or execution of the work, and from all costs, charges and expenses incurred in defending such suits or actions, and from and against all claims and liabilities for injury or damage to persons or property emanating from defective or careless work methods, or from and against all claims or liabilities for royalties, license fees, actions, suits, charges and expenses or damage from infringement for reason of the use of any invention or improvement in tools, equipment or plant or any process, device or combination of devices used in the construction of the work.

B. The Contractor shall not commence work under a Contract until he has obtained all insurance required under this paragraph and has filed certificates thereof with the Owner, nor shall the Contractor allow a Subcontractor to commence work until all similar insurance required has been so obtained and filed.

C. Workmen's Compensation

1. Statutory coverages as required by chapter 102 of the Revised Statutes of the State of Wisconsin and all acts amendatory thereof and supplementary thereto, for all employees of the contractor. All subcontractors shall furnish to the Contractor and to the Owner, evidence of similar insurance for all of their respective employees unless such employees are covered by the protection afforded by the contractor.

D. Comprehensive General Liability and Property Damage Insurance

1. Coverage to include operations; contractor's protective insurance, products coverage and completed operations; contractual coverage; underground coverage; blasting, explosion and collapse; all subject to the following limits:

2. Bodily Injury	\$1,000,000 per Person
	\$2,000,000 Aggregate
3. Property Damage	\$500,000 per Occurrence
	\$500,000 Aggregate

E. Comprehensive Automobile Liability and Property Damage

1. Operation of owned, hired and non-owned motor vehicles:

2. Bodily Injury	\$1,000,000 per Person
	\$1,000,000 per Occurrence
3. Property Damage	\$1,000,000 per Occurrence

F. If the Contractor is employing Subcontractors or hiring pieces of equipment from another firm/contractor, said Contractor must furnish certificates of insurance for each to the Owner.

#### 1.14 LAWS TO BE OBSERVED

A. The Contractor shall give all notices and comply with all Federal, State and Local laws, ordinances and regulations in any manner affecting the conduct of the work and all such orders and degrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

#### 1.15 PUBLIC SAFETY AND CONVENIENCE

- A. The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and the least possible inconvenience to the general public and to the employees of the Owner.

#### 1.16 USE OF JOB SITE

- A. The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workman to limits indicated by the law, ordinances, permit or directions of the Owner and shall not encumber the premises with his materials.
- B. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The contractor shall observe and enforce the Owner's instructions regarding signs, advertisements, fires and smoke.

#### 1.17 SCHEDULE OF VALUES

- A. The Contractor shall within ten (10) days of receipt of notice to proceed, submit a complete breakdown of the Contract Amount showing the value assigned to each part of the work, including an allowance for profit and overhead. Upon approval of the breakdown of the Contract Amount by the Engineer, it shall be used as the basis for all Requests for Payment.

#### 1.18 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically but not more than once each month a Request for Payment of work done on the site and materials delivered and stored on the site. The Contractor shall furnish the Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Payment for materials stored on the site will be conditioned upon evidence submitted to establish the Owner's title to such materials. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until final completion and acceptance of the work and less previous payments.
- B. The Contractor shall be required to file waivers of lien from all suppliers, subcontractors, etc., with the Owner prior to receiving payment on the project.

#### 1.19 RELEASE OF LIENS

- A. The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid. If any lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner such amounts as the Owner may have been compelled to pay in discharging such liens, including all costs and a reasonable attorney's fee.

#### 1.20 PATENTS

- A. The Contractor shall pay for all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

#### 1.21 COOPERATION WITH OWNER

- A. Personnel in the employ of the Contractor or any of his subcontractors, either directly or indirectly, are prohibited from using any existing facilities on adjacent property or trespassing in or about adjacent facilities.



## 1.22 SUBCONTRACTS

- A. The Contractor shall notify the Owner, in writing, of the names of the subcontractors proposed on the Contract and shall not employ any subcontractors until the Owner's approval in writing has been obtained.
- B. The Contractor agrees to be fully responsible to the Owner for the acts or omissions of his subcontractors and of anyone employed directly or indirectly by him or them, and this Contract obligation shall be in addition to the liability imposed by law upon the Contractor.
- C. Nothing contained in the Contract documents shall create any contractual relationship between any subcontractors and the Owner. The Contractor agrees to bind every subcontractor (and every subcontractor of a subcontractor) by the terms of the General and special Provisions of the Contract, the Contract Drawings and Specifications, as far as applicable to his work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the Owner.

## 1.23 ASSIGNMENT OF CONTRACT

- A. No assignment by the Contractor of any construction contract, or any part thereof, or of the funds to be received there under by the Contractor, will be recognized, unless such assignment has had the written approval of the Owner and the Surety has been given due notice of such assignment and has furnished written consent thereto. Such written approval by the Owner shall not relieve that Contractor of the obligations incurred by him under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:  
  
"It is agreed that the funds to be paid to the assignee under this assignment are subjected to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of any persons, firms, or corporations rendering such services or supplying such materials".

## 1.24 OTHER CONTRACTS

- A. The Owner may award other contracts for additional work at the site of the project (or other locations) and the Contractor shall fully cooperate with such other Contractors and carefully fit his own work to that provided under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

## 1.25 OWNER'S RIGHT TO DO WORK

- A. If the Contractor neglects to prosecute the work to be performed on this Contract properly, or fails to perform any provision of this Contract, the Owner, after three days' written notice to the Contractor and his Surety, may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment due the Contractor.

## 1.26 TERMINATION BY THE CONTRACTOR

- A. If the Owner fails to make payment through no fault of the Contractor for a period of thirty (30) days after such payment is due in accordance with the Contract Documents, the Contractor may, upon seven (7) days written notice to the Owner terminate the Contract and recover from the Owner payment for all work executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery including reasonable profit and damages.

## 1.27 TERMINATION BY THE OWNER

- A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the Owner may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at his option, may terminate the Contract and take possession of the site and of all material, equipment, tools and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever method he may deem expedient, and if the unpaid balance of the Contract sum exceeds the expense of finishing the work, such excess shall be paid to the contractor, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner.

#### 1.28 CHANGES IN THE WORK

- A. The Owner without invalidating the Contract may order changes in the work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by written Change Order signed by the Owner.
- B. The Contract Sum and the Contract Time may be changed only by Change Order.
- C. The cost or credit to the Owner from a change in the work shall be determined by mutual agreement before executing the work involved.

#### 1.29 CORRECTION OF WORK

- A. The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the work, and shall remedy any defects due to faulty materials, equipment or workmanship which appear within a period of one year from the date of final payment of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this Article apply to work done by Subcontractors as well as to work done by direct employees of the Contractor. The obligations of the Contractor under this paragraph shall be in addition to and not in limitation of any obligations imposed upon him by special guarantees required by the Contract Documents or otherwise prescribed by law.

#### 1.30 SANITARY CONVENIENCE

- A. The Contractor shall have access to the use of sanitary facilities available to the Facility Staff.

#### 1.31 CLEANING UP AND FINAL INSPECTION

- A. The Contractor shall at all times keep the site of the work free from accumulation of waste material or rubbish caused by his employees on the construction work, and at the completion of the work he shall remove all his rubbish from and about the work and all his tools, equipment, scaffolding, and surplus materials, and shall leave the completed work clean and ready for use. In case of dispute, the Owner may remove the rubbish and surplus materials and charge the cost to the several Contractors, if more than one is employed on the project, in proportion to the amounts as shall be determined by the Owner to be just.

#### 1.32 OWNER'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION

- A. The Owner may withhold from payments to the Contractor, in addition to retained percentage, such an amount or amounts as may be necessary to cover:
  - 1. Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
  - 2. For defective work not remedied.
  - 3. For failure of the contractor to make proper payments to the Subcontractors.
  - 4. Reasonable doubt that this Contract can be completed for the balance then unpaid.

5. Evidence of damage to another Contractor.
  6. Liquidated damages due to failure to meet contract completion dates.
- B. The Owner will disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the part or parties who are entitled to payment therefrom. The Owner will render to the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.
  - C. The Owner also reserves the right, even after full completion and acceptance of the work, to refuse payment of the final ten percent (10%) due the contractor until it is satisfied that all Subcontractors, material suppliers and employees of the Contractor have been paid in full.

### 1.33 CHANGES-PAYMENT

- A. The Owner may, in accordance with the rules of its Common Council, authorize changes in the work to be performed or the materials to be furnished under the provisions of this Contract.
- B. Adjustment, if any, in the amounts to be paid to the Contractor by reason of any such changes shall be determined by one or more of the following methods:
  1. By an acceptable lump sum or unit price proposal by the Contractor.
  2. On a cost-plus limited basis not to exceed a specified limit (defined as the cost of labor, materials and insurance) plus a specified percentage of the cost of such labor, materials and insurance provided the specified percentage does not exceed fifteen percent (15%) of the aggregate of the cost of such labor, materials and insurance, and shall in no event exceed a specified limit.
- B. No claim for an addition to the contract price will be valid unless authorized as aforesaid.
- C. In cases where a lump sum proposal is submitted by the Contractor in Excess of Five Hundred Dollars (\$500.00) and the Owner considers the proposal so submitted is excessive or unreasonable for the changes or added work contemplated; the Owner reserves the right to request a proposal for the same changed items from other Contractors. If a proposal for such added work is obtained from other Contractors at a lesser amount, the Owner reserves the right to make an award of such work to another Contractor, unless the Contractor on this Contract agrees to do the added work or changed work for the price named by the other Contractor.
- D. It shall be expressly understood and hereby agreed to by the Contractor that no claim for extra work will be recognized by the Owner unless same has been ordered, in writing, by the Owner, or unless claim for such added work has been filed by the Contractor within five (5) days after the end of the calendar month in which such alleged work was performed. Inspectors and Resident Engineers are not authorized to act for the Owner in giving orders for the Owner for extra or additional work, either in writing or verbally.

### 1.34 DEDUCTION FOR UNCORRECTED WORK

- A. If the Owner deems it expedient to accept work damaged or not done in accordance with the Contract, an equitable adjustment will be made with a proper deduction from the contract price for unsatisfactory work.

### 1.35 FINAL ACCEPTANCE OF THE WORK

- A. The Contract shall be deemed as having been finally accepted by the Owner when its governing body, by formal resolution, accepts the work.

1.36 CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final payment on this Contract by the Owner nor any provision in these Contract Documents shall relieve the Contractor or Surety of the responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent of the period provided by law nor of the responsibility of remedying such faulty workmanship and materials.

1.37 OWNER'S RIGHT TO USE UNCOMPLETED WORK

- A. The Owner shall have the right to take possession of and use portions of the work prior to final acceptance without waiving rights against the Contractor or his Surety for defects in the work or failure to complete same in its entirety.

1.38 PAYMENTS

- A. Pay estimate periods shall close on the last day of each calendar month so that completed estimates can be computed for processing. On each partial payment during the progress of the project, the Owner will retain an amount in accordance with Chapter 66.29 Wisconsin Statutes. No payment will be made for material stored at the job site.

1.39 DELAYS

- A. If the work of the Contractor is delayed because of any acts or omissions of any other Contractor, the Contractor shall have no claim against the Owner on that account other than an extension of time.
- B. In case any action in court is brought against the Owner or Engineer, or any officer or agent of either of them, for the failure, omission or neglect of the Contractor, utility company or Owner of other facilities within the project area to perform any of the covenants, acts, matters or things by this Contract undertaken, or for injury or damage caused by the alleged negligence of the Contractor or his subcontractors or his or their agents, or in connection with any claim based on lawful demands of subcontractors, workmen, material men, or suppliers, the Contractor shall indemnify and save harmless the Owner and Engineer and their officers or agents, from all losses, damages, costs, expenses, judgments or decrees arising out of such action.

1.40 ATTACHMENTS

- A. The following attachments are referenced herein, attached hereto and made part of this document.
  - 1) First Floor Building Plans
  - 2) Sectional Plan showing approximate location of new Equipment
  - 3) Standard Terms and Conditions

Form A: Signature and Non-Collusion Affidavit

RFP: Purchase and Installation of Mead Library AMH System

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINT NAME OF PERSON SIGNING

## Form B: Receipt of Forms and Submittal Checklist RFP:

Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	
Form B: Receipt of Forms and Submittal Checklist	
Form C: Vendor Profile	
Form D: Cost Proposal	
Form E. References	
Appendix A: Standard Terms and Conditions	
Appendix B: First Floor Blueprint (Partial)	
Appendix C: Rough Layout	

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COMPANY NAME

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SIGNATURE

## Form C: Vendor Profile

### Purchase and Installation of Mead Library AMH System

#### COMPANY INFORMATION

*This form must be returned with your response.*

COMPANY NAME (Make sure to use your complete, legal company name.)			
FEIN	(If FEIN is not applicable, SSN collected upon award)		
CONTACT NAME (Able to answer questions about proposal.)	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

#### ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME	TITLE		
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
ADDRESS	COUNTY	STATE	ZIP

# Form D: Cost Proposal

## RFB: Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

We propose to provide and install the Automated Material Handling System including Freight, Labor, Materials and complete installation including staff training at a total cost of:

System Manufacturer Name \_\_\_\_\_

System Manufacturer Model \_\_\_\_\_

\$ \_\_\_\_\_

\_\_\_\_\_ Thousand \_\_\_\_\_ Hundred \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_ #2 DATED \_\_\_\_\_ #3 DATED \_\_\_\_\_

Further, we propose to furnish on site maintenance consisting of \_\_\_ Visits per year for a period of Five Years following the expiration of the manufacturer's warranty period at an annual cost of \$ \_\_\_\_\_ per year. This cost shall be paid in advance at the time of purchase.

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within \_\_\_\_\_ WEEKS following execution of the contract between the parties and necessary building modifications by others.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



Form E: **References**

RFP: Mead Public Library AMH System

*This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery date		
Notes			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME	CONTACT NAME		
ADDRESS	COUNTY	STATE	ZIP
TELEPHONE NUMBER	FAX NUMBER		
EMAIL			
Manufacturer & Model	Delivery Date		
Notes			



*RFID Library Solutions*

EXHIBIT 2

## MEAD PUBLIC LIBRARY



### Mead Library AMH System

*Request for Bids – 2066-24*

**October 24<sup>th</sup>, 2024**

### RFID Library Solutions

11030 89<sup>th</sup> Ave. N.  
Maple Grove, MN 55369  
(763) 443-5937

[www.rfidls.com](http://www.rfidls.com)

**Eric Kohorst**  
[eric@rfidls.com](mailto:eric@rfidls.com)



**MEAD**  
**LIBRARY**

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## 1.0 COVER LETTER

October 24<sup>th</sup>, 2024

Mr. Bernard Rammer  
City of Sheboygan – Mead Pub. Lib.  
710 N. 8<sup>th</sup> Street  
Sheboygan, WI 53081

Dear Mr. Rammer,

RFID Library Solutions (RFID LS) is pleased to submit a proposal to the City of Sheboygan for Bid # 2066-24, entitled Mead Public Library Automated Materials Handling System, that is to be installed at 710 N 8<sup>th</sup> Street, Sheboygan, WI 53081.

Creating a custom material handling solution is made easier when you have innovative options, flexible conveyor assembly and a customer-focused mindset. RFID Library Solutions believes we have put together a materials handling concept that is compatible, effective volumes and affordable. Our proposal solves several of Mead Public Library's desired attributes by addressing its need for multiple & bulk induction points, the proper RFID/ILS system specifications with industry friendly equipment, in addition to service that is timely & traveling from within Wisconsin, New Richmond to be specific. Your overall solution will deliver the library ease of use, reliability as well as scalability into the future.

This proposal is organized to give MPL an idea of what to expect from a relationship with RFID LS. It begins with a brief summary of our material handling experience and key personnel that will be a part of this project. The next three sections detail the AMH system proposed, several drawings and a cost breakdown. The middle subjects provide greater understanding of our project management, system training, service & support programs, as well as associated warranties. The remaining submittals are Forms A - E as requested by the City of Sheboygan.

We appreciate your consideration of this proposal and would welcome the opportunity to discuss our concept in greater detail.

Many Thanks,



**Eric Kohorst**  
RFID Library Solutions



## 2.0 FIRM HISTORY & PERSONNEL

### **RFID LS History**

Focused exclusively on the library industry, RFID Library Solutions is a privately owned & operated research and development company located in Minneapolis, MN. Incorporated in December of 2009 as an independent system integrator, we are dedicated to helping libraries increase their productivity through patented conveyance technology, improved automation methods, flexible software applications, and customer friendly business practices. We are completely committed to the development of library industry standards as well as the usage of interoperable RFID hardware. As a vendor focused solely on back workroom library activities, we rely on open guidelines in order to read RFID tag data and communicate with ILS databases using SIP protocol.



Although we are a small business, our team possesses an impressive resume bringing together years of library industry experience. This expertise includes contributions on major AMH system installations across North America, extensive software programming on material handling systems, a detailed understanding of SIP Communication and an intimate knowledge of RFID hardware capabilities. Since the same individuals that own the company, operate and participate in daily activities as well as business decisions, it is a quick process for us to make technology or philosophical changes to meet the needs of our partner libraries. This strength is what keeps us on the leading edge of library automation.

To keep pace in an ever-changing industry, we also rely on experienced industry consultants, engineers and distributors for particular project ideas when defining the best solution for a library. We have developed an impressive list of internationally known vendors that support us with a wide range of proprietary RFID and material handling technology gained from decades of being in business. We take great pride in providing exceptional service & offering unique solutions to our customers. Our systems vary in complexity from basic RFID check-in at a return, to simple conveyance, or highly automated sorting schemes. Every solution is considered on its own merits to provide tremendous productivity gains as well as immediate investment return.

RFID Library Solutions does not have a parent company, nor do we have any partners that control our business decisions or activities. There are no current plans for the sale, acquisition or merger of the company with another. RFID LS has also avoided litigation with all its vendors, suppliers and manufacturing partners. They all can attest to the fact that we pay our bills on time and in full when due. It speaks to our dedication to the industry as well as financial stability. As a company, we are conservative in our financial dealings and maintain no debt obligations. Due to the private ownership of our company, we will refrain from including any financial details in this public document. If MPL requires specific or certain statements to demonstrate our viability, we will gladly provide such details if chosen as the project integrator.

As a newer company seeking to win the respect and confidence of your library staff, I think it is important as well as relevant to briefly discuss how we have assembled our solution to handle the challenges you face, the staff time available and the labor associated with processing library materials. We have all been in the industry long enough to know we truly have a unique approach, product and vision for the future of how materials should be circulated, moved and sorted using RFID. We are confident in our ability and hope you decide to be a part of this evolution.

## Key Personnel

The success of any project or system installation is strongly influenced by the caliber of people delivering the solution. At RFID Library Solutions, we feel it is one of the key characteristics that separate us from other AMH integrators. From design all the way through product delivery, training, and follow-up support, MPL's staff will always be dealing with top personnel. As central contributors in the company, each person listed below will have the ability to make instant decisions to solve problems and create resolution. All five team members responsible for this project have years of library industry know-how that lend tremendous credibility to our method of system design.

Although the company may be relatively new, our resume's, knowledge and client list speak for itself. Over the past fourteen years we have been able to win the confidence of much respected libraries due to our ability and reputation for delivering promises we make. RFID Library Solutions would not be utilizing any subcontractors for the installation of your AMH systems. Receipt of all components, hardware set-up, software testing and staff training will all be performed by the following individuals. Described below are key responsibilities as well as their experience.

## Qualifications & Responsibilities

### Eric Kohorst



Project Lead  
Business Operations  
Sales & Marketing  
Owner/Operator

- 10 years of production manufacturing and facility management.
- Customer Service professional and sales support specialist
- Two years overseeing RFID tagging and conversion project management.
- Background includes positions involving sales, accounting, marketing & management.
- Duties...
  - ✓ *System marketing, sales engagement with clients and product presentations, system CAD design*
  - ✓ *Maximize distributor & manufacturing relationships for reliable technology implementation*
  - ✓ *Oversee day-to-day business activities & administration.*
  - ✓ *Involved in system assembly & installation, customer support services and remote training.*

### Neil Bruchu



Certified Technician  
Project Installation  
System Assembly

- Joined RFID LS in Feb. 2012. Prior to that, Neil manufactured & assembled library material handling equipment for over 5 years at Tech-logic.
- Machinist & milling background, Neil has fabricated many of the AMH systems RFIDLS has installed & serviced. His teamwork is key to the long-term reliability of the systems put in place.
- Broad RFID hardware experience/knowledge as well as a library circulation understanding.
- Implemented more than 65 AMH systems ranging in sort size from 2 to 64 bins
- Duties...
  - ✓ *System set-up, testing, delivery, training, & long-term service of all AMH systems.*
  - ✓ *Present on-site during all implementation phases.*
  - ✓ *Coordinates yearly preventative maintenance visits.*
  - ✓ *Customer Service contact*

**Robert Upegui**

Certified Technician  
Project Installation  
Software Specialist

- Joined RFID LS in June 2016. Prior to that, Rob installed and serviced AMH systems at Tech-Logic since 2000.
- As the Technical Service Manager at Tech-Logic, he was responsible for managing their service team and providing technical support, field service troubleshooting and repair of equipment.
- Broad experience with various automation equipment, including pneumatics, motor controls, circuits and AC/DC electrical repairs.
- Has implemented more than 45 AMH systems ranging in sort size from 3 bins at Hennepin County Library system to 56 bins at Chicago Pub. Lib. central facility.
- Duties...
  - ✓ *System set-up, testing, delivery, training, and long-term service of all AMH systems.*
  - ✓ *Present on-site during all implementation phases.*
  - ✓ *Coordinates yearly preventative maintenance visits.*
  - ✓ *Customer Service contact*

**Ryan Roberts**

Software Engineer  
PC & Network Specialist  
Customer Service

- Joined RFID LS in July 2019. Prior to that, Ryan worked as a software developer creating & improving custom content management systems.
- As our software engineer & IT specialist, he works with libraries when they make ILS partner switches. Troubleshoots system network and ILS connection problems with our sorting machines. He also writes new code for EZ Sort software enhancements, bug patches and program upgrades.
- Extensive knowledge and experience with 3D printing technology. Designs as well as creates many components utilized on our systems using Prusa Printer Systems.
- Duties...
  - ✓ *Controller PC set-up & testing. Manages network connections to ILS & system hardware.*
  - ✓ *Configures EZ Sort software program to conform with conveyor layout, ILS settings, print slip design, item check-in and sorting.*
  - ✓ *Customer Service contact*

**Jake Kohorst**

System Assembly  
& Installation  
AMH System Service  
Customer Service

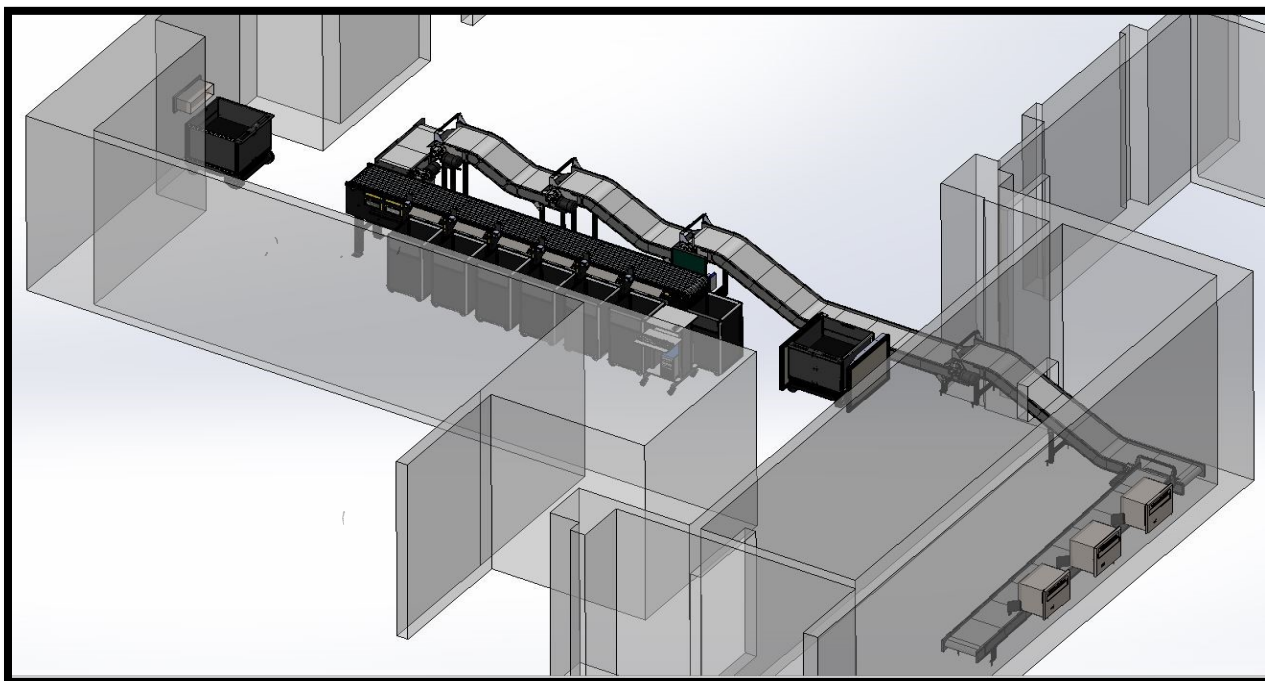
- Joined RFID LS in July 2021 Full time. Prior to that, Jake attended college at Morningside College in Sioux City, IA. He graduated with a BA - Management.
- As our newest technician, Jake responsibilities that range from minor on-site service repairs or product replacement to assembly of numerous sort system components – E-stops, Sort Sensor brackets, Conveyors, Motor packages, etc.
- He also travels with Senior technicians to perform Preventative Maintenance Visits across North America. He can adjust ALL system sensors, repair conveyor belt, replace sprockets/bearings, set air compressors and other duties.
- Duties...
  - ✓ *Build minor system assemblies.*
  - ✓ *System set-up & build for testing at shop. Also travels for new system installation in library.*
  - ✓ *Site service visits for repairs.*
  - ✓ *Website Development & Maintenance.*



### 3.0 PROPOSED AMH SOLUTION

#### Mead AMH System Summary

For the Mead Public Library, we propose a 7-zone sorting system connected to three external returns in the adjacent room as illustrated below. The AMH system includes our proprietary 'Return Bin' induction module that would service the internal patron deposit. The module allows staff the ability to wheel full bins from the front entrance where the book drops reside back through the workroom for automatic induction of material onto a conveyor. The lay-out does require the library to perform some minor remodeling. Primary tasks in preparation for the installation include removing the old sort system and any other equipment within the footprint. MPL is also responsible for creating the opening in the wall for conveyor 2 to pass through. A detailed drawing, see page 16, illustrates the size as well as location of the opening in the wall. The last requirement will be the roughing-in of electrical and network wiring for the system at the marked location on the system drawings, see page 12.



As depicted, the system is laid out so that the first conveyor follows along the outer wall of the building to accept patron returns at three external deposits. Three of the remaining deposits may be closed or locked by the library. A second conveyor takes a 90-degree turn to transport material up a 30-degree incline and through an opening in the wall between the main circulation workroom and the external book drop room. Pictured to the right is an example of how Kenosha Pub. Lib. included this feature into their AMH system at the Southwest branch. The photo also provides an idea of how we create custom transitions for library material to flow from a deposit onto a conveyor. An embedded photo eye in the black transition will activate the conveyor, moving the belt forward. Located at this point will be one five embedded RFID antennas. As material passes over the hidden antenna inside the conveyor, it will communicate tag ID data immediately to the system CPU for SIP messaging & ILS check-in. Four more antennas in conveyors down the line will also serve as check-in instruments so that the system is able to reliably capture 99% of RFID material that passes through.



Once into the workroom, a third transport conveyor will serve as the staff induction point as well as the “Bin Induction Module” zone. Two inclined separation conveyors follow that define the systems footprint into the workroom as requested. The sorter doubles back along this line of conveyors so that items are sorted to the right side into seven spring loaded sort bins. In particular to this room’s physical layout, it’s an advantage to divert material to the same side. Situated in this manner allows us to maximize length for material accumulation, separation and space utilization. Employing it this way also leaves plenty of space for staff to fine-sort material onto book trucks for further processing by staff.

### **System Induction**

When a patron deposits an item into any of the returns, the experience will occur as it always has, pushing as many items through the opening as possible. Our AMH systems are not installed with a patron interface that must be learned, nor is there any wait time in between inserting books. Staff may use this bin induction zone for manual input of material. They will literally be able to place handfuls of items on at once along the length of the conveyor. This zone will also serve as a convenient location to empty book trucks from tech services or re-process the exception bin items that should sort for re-shelving. The lay-out also allows for processing of material from the front internal returns by using our exclusive ‘Return Bin’ Induction Module. Pictured to the right, the module is a means by which our AMH systems can accept and collect hundreds of items in a mobile container. The bin is short enough that it can fit under the return chute to collect material. Once full, it is wheeled back into a safety cage that houses an automated induction mechanism. Following several coordinated steps, the contents are steadily emptied onto a conveyor by the push of a single green ‘Start’ button. The rate of induction is timed as well as coordinated with existing system activities. For example, a system full of material will take longer for a bin to empty versus other times when the system is void of material. The bins have an ergonomic handle that includes a break release lever to allow it to be moved around by staff. Otherwise, when stationary, the break remains in a locked state. Each bin can hold roughly 200 items and will serve as a useful automation tool.



### **Material Processing**

Our ability to handle and process volumes of material in bulk is characterized by the conveyors that follow the induction points. Each AMH system contains a series of short, inclined conveyors before the sorter that serve as our separation and singulation element. Exclusive to our material handling systems, every component or movement on these conveyors serves a purpose. For instance, each inclined conveyor has its own unique belt pattern with flights, varying belt speeds, hesitation before releasing another book and style of transition onto the next conveyor. Pictured to the right is a typical arrangement of these separation conveyors. Slowly but surely, one conveyor after the other, material separates so that items enter the sorter one at a time. Rarely do staff need to interfere with the movement of material.



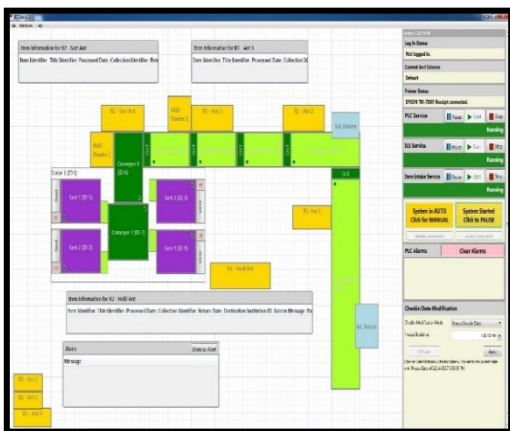
Each of these conveyors has retaining walls added to the sidewalls to help contain material. At the end is a sensor bracket that contains a set of photo eyes to detect the presence or absence of books. As an item passes under the bracket, the conveyor pauses to allow material to be pulled away by the next conveyor. This sequence of hesitation and movement happens with each conveyor down

the line. A black transition with neoprene pad serves as a smooth changeover between conveyors. The belt flights or protruding paddles come in varying lengths as well as heights to aid in the separation of material. Technicians are able to quickly adjust their position on the belt to optimize material processing. Finally, each conveyor has its own potentiometer to adjust belt speed and a software configuration window to control other essential settings. Once configured by a technician at install, staff will not need to worry about altering their settings.

**Sorting**

Depending on return volume, 1 to 2 staff members are required to be on hand during daily operation. Staff will spend a majority of their time removing material from the sort bins for greater organization onto book trucks to be re-shelved. Overall, very minimal time is spent interfacing with the AMH software or babysitting the system. What you'll find is a transfer of labor from check-in and rough sorting duties, to more out-on-the-floor, customer-available activities. It is not necessary for staff to be present during off hours. In fact, we find that the system is able to operate unattended for hours at a time with no trouble. With this as a baseline, very little experience or specialized training is required to start working with our material handling systems. The system software has numerous alerts that pop up or sound when a problem arises. RFID Library Solutions also has the ability to remotely monitor system activity via an internet connection. From there we can quickly help diagnose issues or malfunctions.

Pictured is our Sort conveyor. Each zone has a sensor bracket, chute and Standard AMH Sort Bin. Constructed of extruded aluminum and black marine board, the bins utilize a spring-loaded floor to hold roughly 125 books. A bin dedicated to media may hold closer to 200 cases.



**System Flexibility**

The final piece of each AMH system involves the extremely powerful software-user interface. Pictured to the left is the main user screen. It is a graphical representation of the system from which components may be clicked to quickly adjust system settings. A primary goal for the user display was to create a staff-friendly, intuitive interface in which operators could easily navigate to complete desired tasks. With minimal mouse clicks, staff may observe real-time 'Item Dialog' to verify what material is currently on the system (color coded by item type) or what has recently been sorted into bins (listed by type). This same display also indicates how many items have been processed representing system accuracy & throughput. The 'Item Dialog' window is pictured at the top of the next page.

The RFID Library Solutions software has two user access levels: Operator & Administrator. Logging in to the system is not necessary for normal system operations. For day-to-day system functioning, the Operator user mode provides all the necessary tools to process material for check-in, sorting and handling of most exception items. If changes to the configuration of the system are required, an authorized user may log-in to the system at an Administrative level. The RFID LS EZ Sort software has been designed to allow an administrator to configure sorts, manage ILS communication, alter conveyor speeds, adjust module settings and operate one or more AMH systems. When administrative functions need to be accessed, a user may log in to the system as an Administrator by providing a user ID & password.

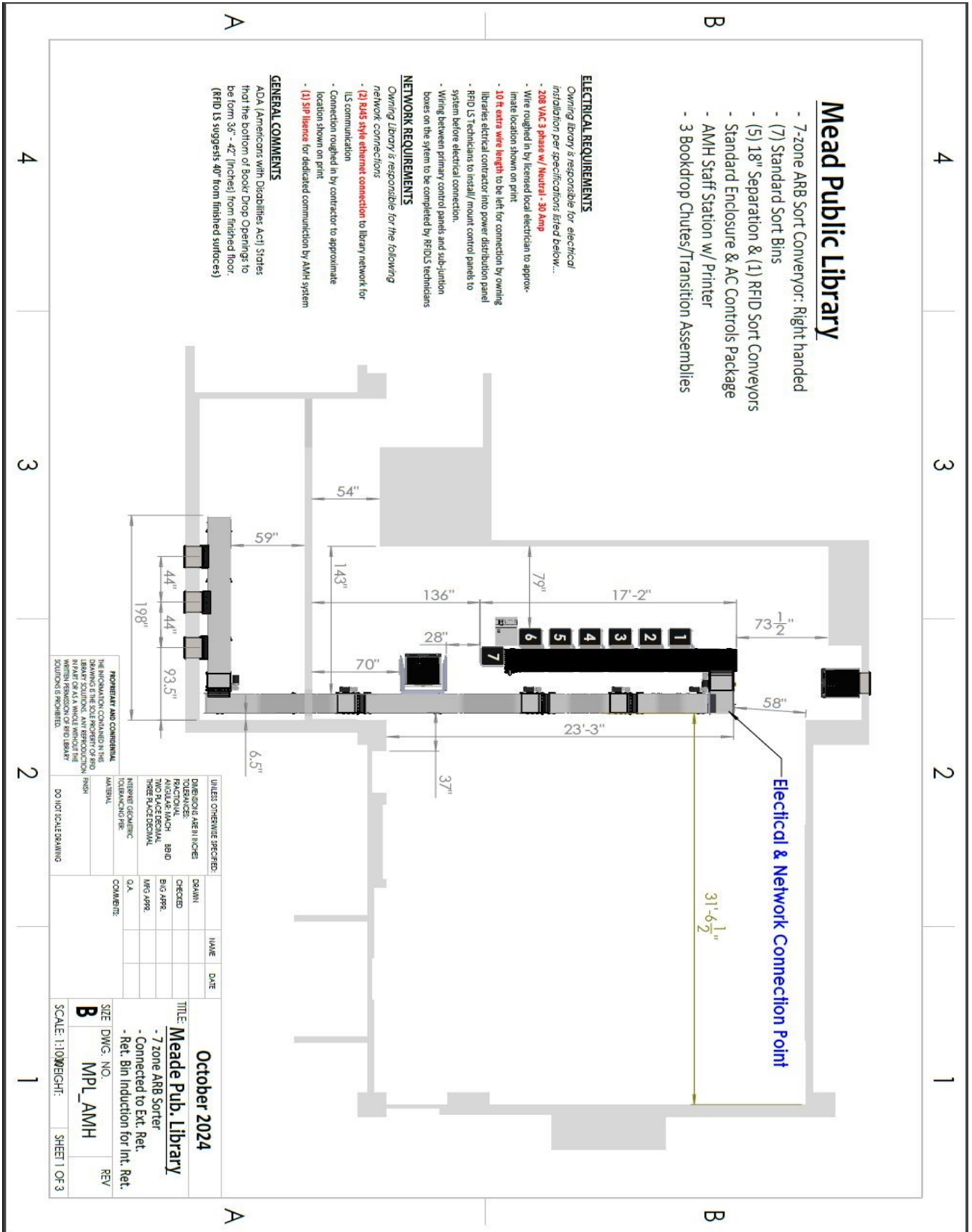
Item Number	Title	Author	Date	Status
000000001	The Great Gatsby	F. Scott Fitzgerald	1925	Sorted
000000002	The Catcher in the Rye	J.D. Salinger	1951	Sorted
000000003	1984	George Orwell	1949	Sorted
000000004	The Hobbit	J.R.R. Tolkien	1937	Sorted
000000005	The Lord of the Rings	J.R.R. Tolkien	1954-1955	Sorted
000000006	The Hobbit	J.R.R. Tolkien	1937	Sorted
000000007	The Hobbit	J.R.R. Tolkien	1937	Sorted
000000008	The Hobbit	J.R.R. Tolkien	1937	Sorted
000000009	The Hobbit	J.R.R. Tolkien	1937	Sorted
000000010	The Hobbit	J.R.R. Tolkien	1937	Sorted

The 'Sort Group Dialog' window is a regular Admin function used to modify sort criteria within a group or even create a new one. The Sort Group Dialog allows users to view the current status of each individual sort on the system. Information found here are such things as a list of the sort rules used by the sort, a list of the items currently sorted to the sort, a Sort Full Item Count, and a Reset Sort Item Count button. Sort Groups are a collection of Sort Rules

which govern how the sorting system sorts items into their respective locations. A Sort Group contains Sort Rules and Exception Rules. Sort Rules act positively on an item's sorting, that is: if a Sort Rule result is true, the item will sort to that location. Sort Exceptions act negatively on an item's sorting, that is: if a Sort Exception result is true, the item will NOT sort to that location. Each Group may contain 50 Sort Rules and 10 Sort Exceptions. A zone may even have two differing sort criteria at the same time with the ability to toggle between them during varying workflows: weekend vs daily mode, or summer vs winter times. Although we ask that the library give some initial consideration to how these zones are arranged, the software is responsive enough to change as staff discovers more efficient ways to organize the bins sorting scheme. For instance, staff may find at a later point that sorting by library location is a better means to organize material than by type of material. Point being, the software was intentionally designed with extreme flexibility in mind for staff control. Pictured to the right, the AMH staff station can be located anywhere in the workroom, although our preferred location is at the end of the sorter next to the exceptions bin. With its receipt printer and RFID antenna pad, the AMH station will be a very useful tool for staff to efficiently process material from the exceptions bin. Using the station, any staff member will be able to print hold slips and examine any item that has fallen into it. Hold slips may be configured to match MPL's existing receipt format or a new style if desired



### 4.0 MEAD LIBRARY AMH DRAWINGS



#### Mead Public Library

- 7-zone ARB Sort Conveyor: Right handed
- (7) Standard Sort Bins
- (5) 18" Separation & (1) RFID Sort Conveyors
- Standard Enclosure & AC Controls Package
- AMH Staff Station w/ Printer
- 3 Bookdrop Chutes/Transition Assemblies

#### ELECTRICAL REQUIREMENTS

- Owning Library is responsible for electrical installation per specifications listed below...
- 208 VAC 3 phase w/ Neutral - 50 Amp
  - Wire roughed in by licensed local electrician to appropriate location shown on print.
  - 10 ft extra wire length to be left for connection by owning libraries electrical contractor into power distribution panel
  - RFID IS Technicians to install/ mount control panels to system before electrical connection.
  - Wiring between primary control panels and sub-junction boxes on the system to be completed by RFIDIS technicians

#### NETWORK REQUIREMENTS

- Owning Library is responsible for the following network connections
- (2) RJ45 style ethernet connection to library network for US communication
  - Connection roughed in by contractor to appropriate location shown on print.
  - (1) SIP license for dedicated communication by AMH system

#### GENERAL COMMENTS

ADA (Americans with Disabilities Act) States that the bottom of Bookdrop Openings to be from 36" - 42" (inches) from finished floor. (RFID IS suggests 40" from finished surfaces)

**NOVELTY AND CONFIDENTIALITY**  
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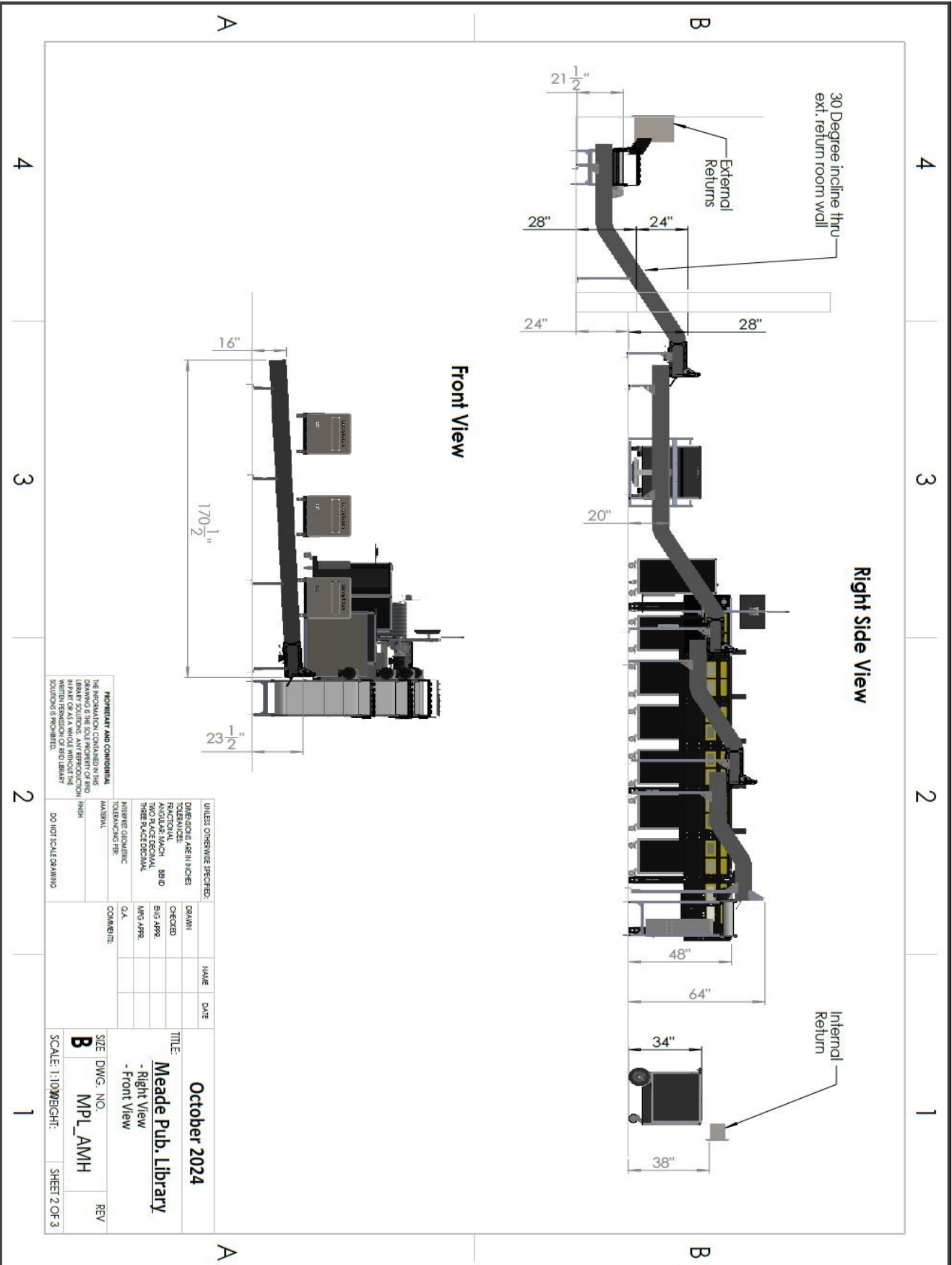
UNLESS OTHERWISE SPECIFIED:		DATE
DIMENSIONS ARE IN INCHES	DRAWN	
FINISH	CHECKED	
ANGLES ARE 90 DEGREES UNLESS OTHERWISE NOTED	BY	
ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED	DATE	
DO NOT SCALE DRAWING		

TITLE	DATE
October 2024	
Mead Pub. Library	
- 7 zone ARB Sorter	
- Connected to Ext. Ret.	
- Ret. Bin Induction for Int. Ret.	

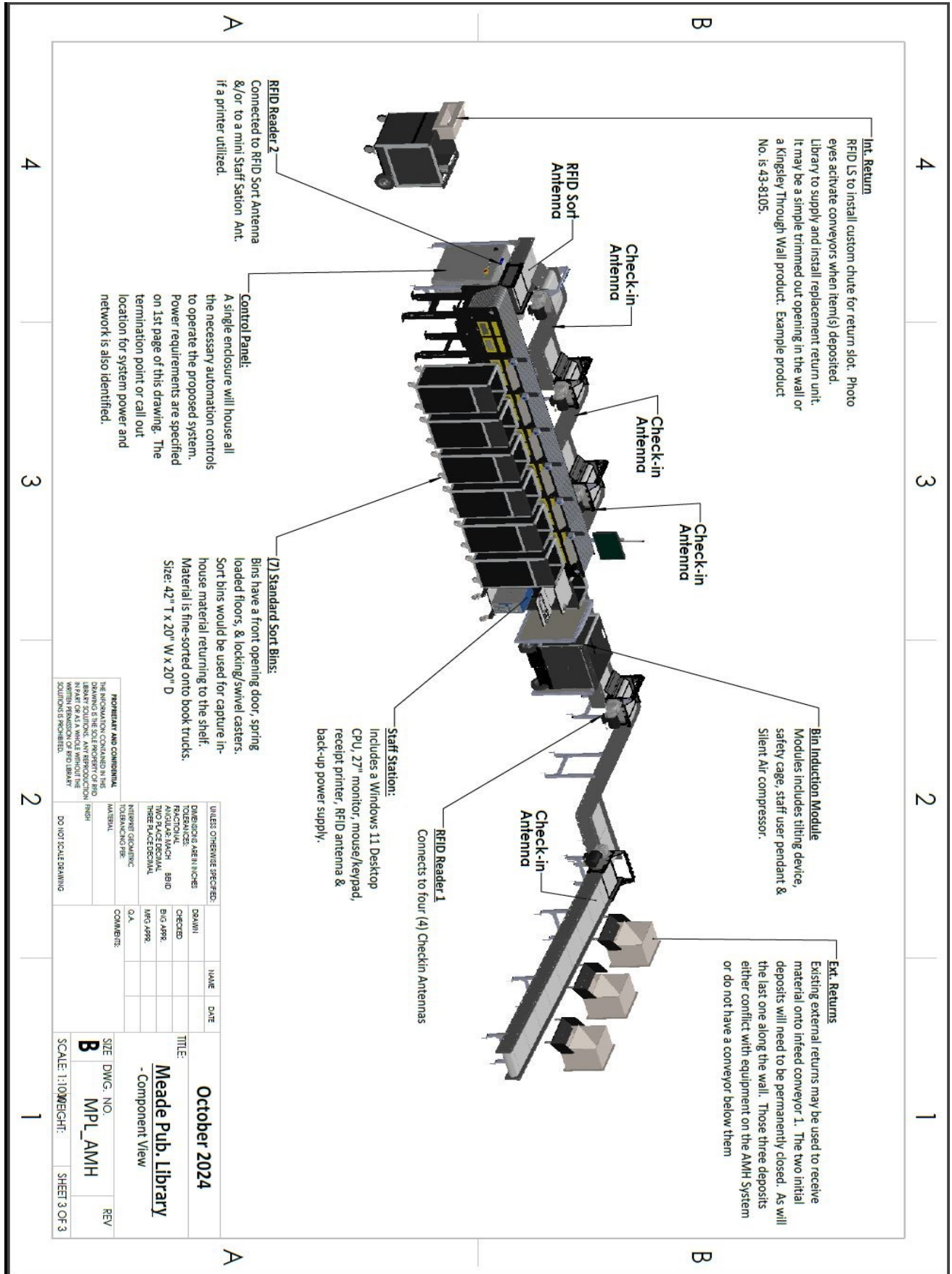
REV	DATE	BY	DESCRIPTION
B			



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UNLESS OTHERWISE SPECIFIED:		DRAWN	DATE
DIMENSIONS ARE IN INCHES			
FRACTIONS			
ANGULAR DIMS	88.00		
TWO PLACE DECIMAL			
TWO PLACE DECIMAL			
TOLERANCE PER			
FINISH			
DO NOT SCALE DRAWING			

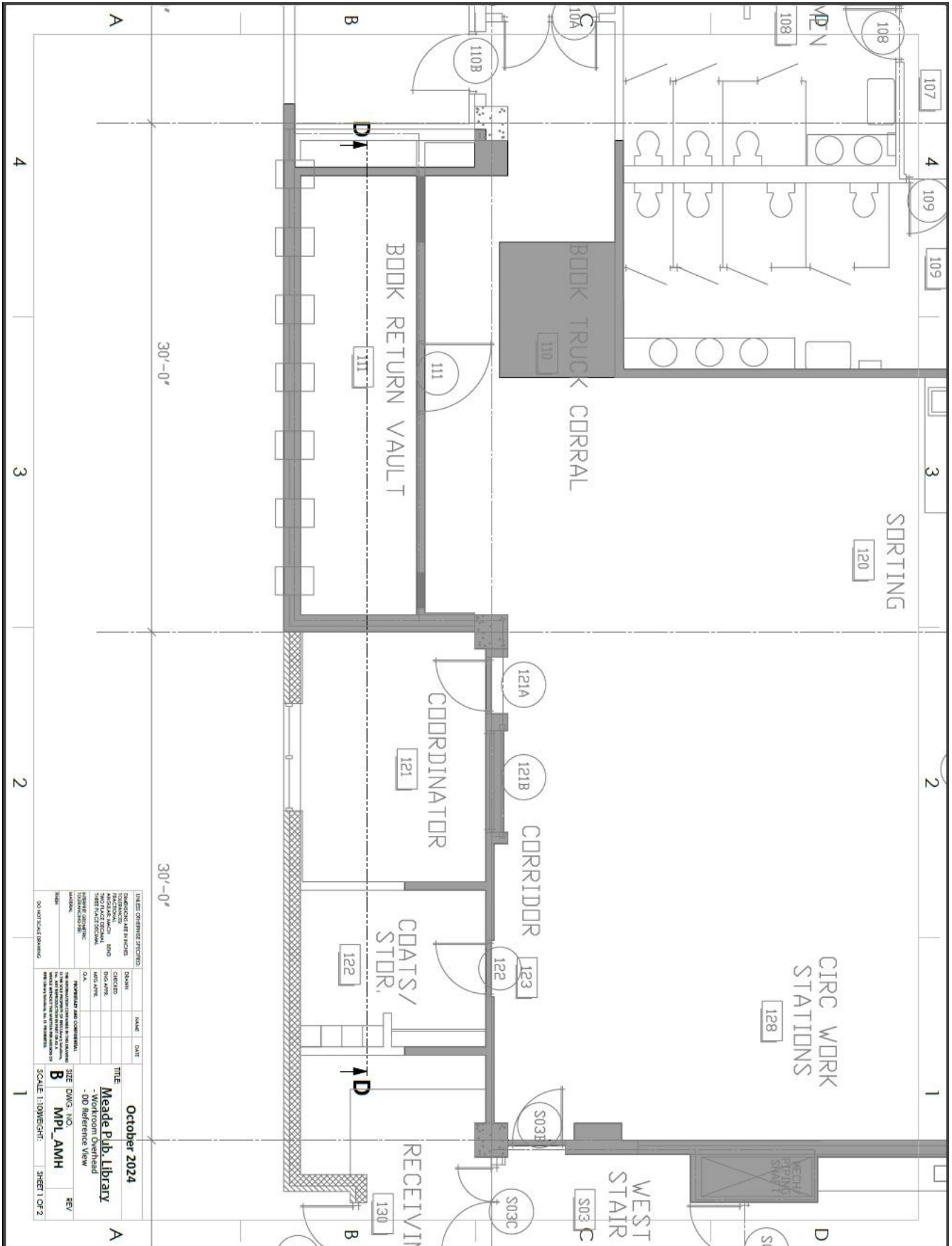
TITLE:		October 2024
Meade Pub. Library		
- Right View		
- Front View		
SIZE	DWG. NO.	REV
B	MPL_AMH	
SCALE: 1:10	HEIGHT:	SHEET 2 OF 3



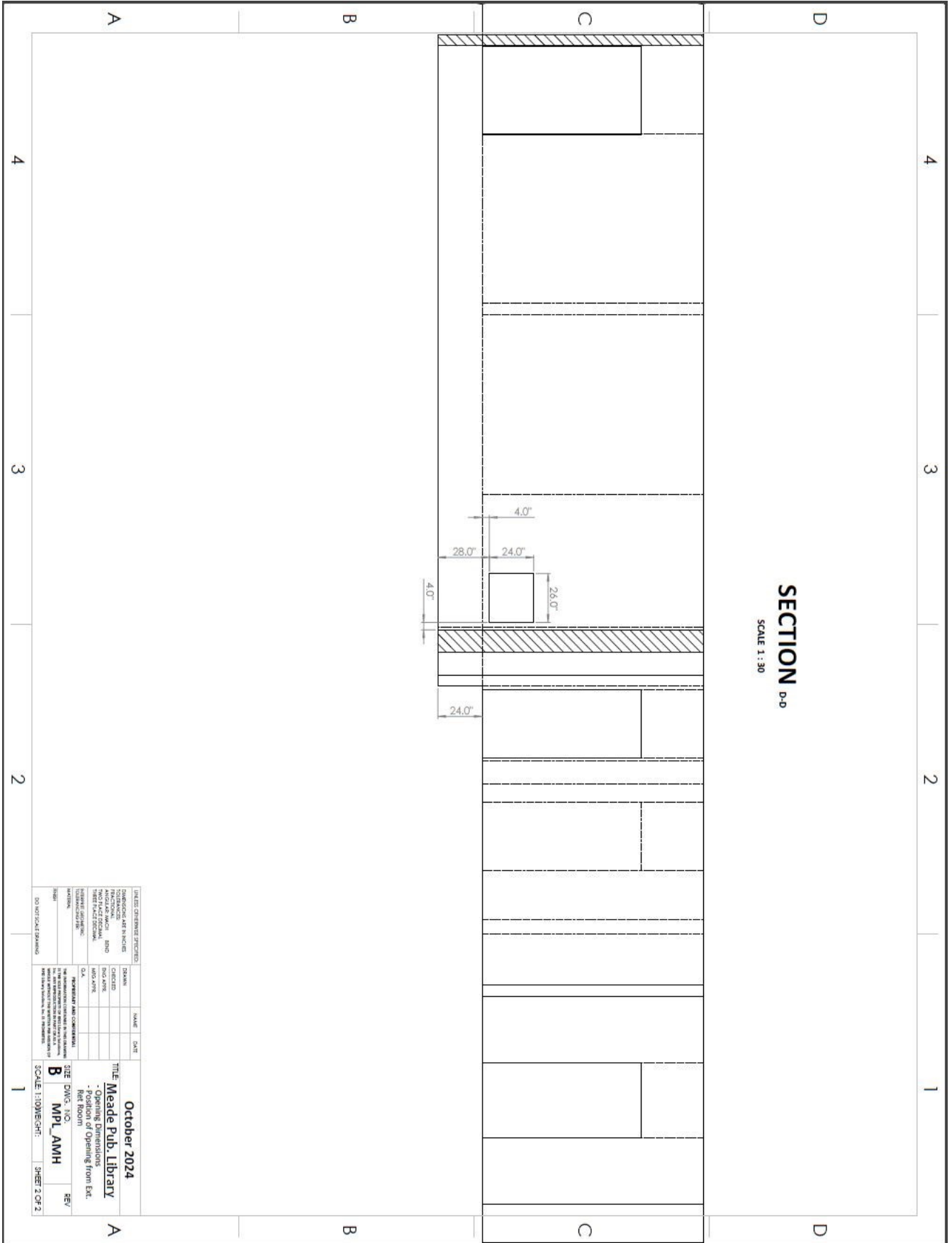
**PROPRIETARY AND CONFIDENTIAL**  
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF RFID LIBRARY SOLUTIONS. ANY REPRODUCTION OR TRANSMISSION OF THIS DRAWING WITHOUT PERMISSION OF RFID LIBRARY SOLUTIONS IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:	DATE	NAME	DRAWN
DIMENSIONS ARE IN INCHES			
TOLERANCES:			
FRACTIONAL: 1/16"			
DECIMAL: .005"			
ANGLES: 30°, 45°, 60°, 90°			
THREADS: PER ANSI B1.1			
WELDING: PER AWS D1.1			
FINISH: AS MANUFACTURED			
OTHER: AS NOTED			

TITLE:		DATE	REV
October 2024			
Meade Pub. Library			
- Component View			
SIZE	DWG. NO.		
B	MPL_AMH		
SCALE: 1:10	WEIGHT:		
		SHEET 3 OF 3	







DATE	BY	DESCRIPTION
October 2024		MEASURED AND DRAWN

DESIGNED BY	DATE
CHECKED BY	
PROJECT NO.	
DATE	
SCALE	
PROJECT	
CLIENT	
LOCATION	
DESCRIPTION	
REVISIONS	
DATE	
BY	
DESCRIPTION	

DATE	October 2024
TITLE	Meade Pub. Library
DESCRIPTION	- Opening Dimensions - Position of Opening from Ext. Ref Room
SCALE	DWG. - 1/8\"/>
PROJECT	MPL AMH
CLIENT	MEAD PUBLIC LIBRARY
LOCATION	
DESCRIPTION	
REVISIONS	
DATE	
BY	
DESCRIPTION	

**5.0 COST BREAKDOWN**

DESCRIPTION	COST
<b>7-zone right-handed ARB Sortation Conveyor</b> <ul style="list-style-type: none"> <li>Includes sort chutes &amp; sensor brackets</li> <li>Control cables and I/O blocks</li> </ul>	<b>\$64,100.00</b>
<b>Conveyance</b> <ul style="list-style-type: none"> <li>(5) 18" wide Separation &amp; Singulation Conveyors</li> <li>Sorter RFID Conveyor</li> <li>(3) Ext. Ret. transitions onto conveyor &amp; (1) Int. Ret transition into Induction bin</li> </ul>	<b>\$42,945.00</b>
<b>System Controls</b> <ul style="list-style-type: none"> <li>(1) Control Enclosure &amp; PLC Control Software</li> <li>EZ Sort Software Interface</li> <li>(2) 4-channel RFID readers &amp; (6) antenna pads</li> <li>AMH staff station w/ receipt printer</li> </ul>	<b>\$37,500.00</b>
<b>(7) AMH Sorting Bins</b> (1,950.00/each) <ul style="list-style-type: none"> <li>Dimensions 20" w x 20" d x 42" t</li> <li>Spring loaded floors, front access door &amp; swivel locking casters</li> </ul>	<b>\$13,650.00</b>
<b>Return Bin Induction Module</b> <ul style="list-style-type: none"> <li>Tilting Device</li> <li>Staff Pendant &amp; Safety Enclosure</li> <li>Silent Air Compressor</li> </ul>	<b>\$3,500.00</b>
<b>Induction Bins (29" w x 30" d x 34" t)</b>	<b>\$4,000.00</b>
<b>Installation</b>	<b>\$12,530.00</b>
<b>Training</b>	<b>\$1,500.00</b>
<b>Shipping/Handling/Insurance</b>	<b>\$8,500.00</b>
<b>TOTAL</b>	<b>\$192,225.00</b>

**Annual Service Agreement: 5-year term**

\* Term starts after the 1-yr warranty period ends

DESCRIPTION	ANNUAL COST
<b>Full-Service Annual Maintenance Agreement</b> <ul style="list-style-type: none"> <li>(2) PM visits &amp; 24/7 Maintenance</li> <li>Software Support &amp; Upgrades</li> <li>Spare Parts Package</li> </ul>	<b>\$16,000.00</b>

## 6.0 Work Plan & Project Schedule

### Overall AMH Project Timeline

TASK	COMMENTS	WEEK TIMELINE
<b>Negotiate Project Scope of Work</b>	Determine with staff the size, layout, placement & cost of AMH system to be installed.	RFP/Pre-Scheduling
<b>Contract Signing</b>	Project is not initiated until agreement signed and deposit has been received. These 2 acts release the project for prep & material orders.	<b>Week 1</b>
<b>Internal Project Meeting</b>	Verify material orders for each supplier. Coordinate internal responsibilities for project team. Establish team leader for primary communication with library.	<b>Week 2</b>
<b>Project Introduction</b>	Project leader calls library contact to introduce team and determine date for 'Library Coordination Meeting.' Can be arranged via conference call or webinar.	<b>Week 2</b>
<b>Library Coordination Meeting (LCM)</b>	Outline expectations with Library to include: <ul style="list-style-type: none"> <li>• Electrical requirements</li> <li>• Ethernet placement</li> <li>• Determine install hours</li> <li>• Facility remodeling (if necessary)</li> <li>• Existing equip. or desks moved</li> <li>• Delivery and install start date</li> <li>• Review system layout drawing</li> </ul>	<b>Week 3</b>
<b>Order System Components</b>	Bill of Materials verified based on LCM discussion with library. PO's sent to all vendors for manufacturing of product. Delivery date confirmed by supplier as acceptable.	<b>Week 3</b>
<b>System Build</b>	Constant communications as well as updates are received with suppliers during this period as to progress. Internally we are constructing all bins induction modules and add-on components that will be personally delivered by project team.	<b>Weeks 4 - 8</b>
<b>Library Prep Work</b>	Library to complete a set of tasks prior to install <ul style="list-style-type: none"> <li>• Electrical Installation (208 VAC, 3-phase, 30 Amps)</li> <li>• Ethernet connection Install – (2) RJ45's</li> <li>• Complete sort configuration table</li> <li>• Send material with tags to test</li> <li>• Arrange SIP license for AMH system</li> </ul>	<b>Weeks 5 – 8</b>
<b>Verify Component Readiness &amp; Spec's for Shipping</b>	All suppliers are called to verify component completeness and their understanding of delivery date/time. Video and test data is reviewed with suppliers for correct system specification. Freight carrier information is recorded. In-house testing is performed on all components assembled by RFID LS technicians. Product crated for shipping	<b>Week 9</b>
<b>System Delivery</b>	Project team on-site day before all system components are to arrive to perform last minute facility prep work. Any product hand delivered is unpacked and readied for install. Individual supplier components are pre-arranged to arrive at staggered times, typically in AM, PM & successive days.	<b>Week 10</b>
<b>System Install</b>	Installation follows a very coordinated sequence. It begins with assembly and positioning of the initial conveyors. From there, erection flows forward to the ARB sortation conveyor. Next are motors, all sensors, transitions, chutes & induction parts. System control panels are positioned along with all electrical conduit, junction boxes and connections. Install wraps up with induction module set-up, sorter bin positioning and AMH CPU preparation.	<b>Weeks 11 &amp; 12</b>
<b>System Testing</b>	Project engineer & install technician systematically test each electrical connection, sorter actuator, sensor, motor, induction mechanism, RFID readers, antenna pads, sort tables, etc. for correct setting. This is a several-day process that includes staff involvement towards the end of testing to ensure library satisfaction.	<b>Week 12</b>
<b>System Training</b>	Training is performed by certified technician to cover user interface, vital equipment and essential system functions. Custom user manual reviewed for staff understanding. Administrative passwords established at this time. Training coordinated with library in small groups to facilitate interactive, hands-on learning.	<b>Week 12</b>
<b>System Hand-off</b>	Verification that the system is performing as expected and to specification. Typically involves 1-2 days of clean operation – sorting to correct bins, accurate check-in, precise SIP connection, smooth induction of bins, seamless conveyor transition of material and staff comfort with user interface. At this point, sign-off on project takes place. Two-week on-site follow-up visit arranged.	<b>Week 13</b>

### On-site Installation Timeline

	Description	Week 11							Week 12							
		S	M	T	W	TH	F	S	S	M	T	W	TH	F	S	
1.1	Arrival & Initial Site Survey															
1.2	Receive Shipments at Site & Unpack															
1.3	Build Final Comp'ts from Sub-assemblies															
1.4	Set-up Conveyors in Circulation Workroom															
1.5	Set-up Sort Conveyor															
1.6	Power/Control Connect to Hardware															
1.7	Staff Station & AMH software Configuration															
1.8	Hardware Testing & AMH Configuration															
1.9	Staff Training															
1.10	System Hand-off															

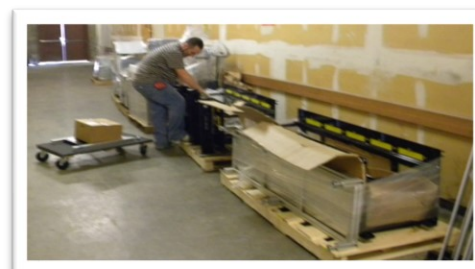
### On-site Installation Detail

#### 1.1 Arrival & Initial Site Survey: *Pre-install*

- Three-man team travels to and arrives a day before installation to prep for project.
  - All deliveries are pre-arranged to coordinate with implementation schedule.
    - The sort conveyor is shipped by freight carrier on pallets to library site, while the rest is driven by technicians to Sheyboygan, WI.
  - Overnight accommodations are checked into, and any last-minute supplies are gathered. Install plan reviewed one last time.
  - Pre-build walk through
    - Meet staff & confirm agreeable work hours
    - Compare drawings to physical site
      - Verify book drop heights & Check wall lengths to conveyor position
      - Clear worksite – particularly anything remaining around conveyors
      - Prep for assembly areas and temporary storage (if needed)
      - Rent any special equipment to complete installation phase

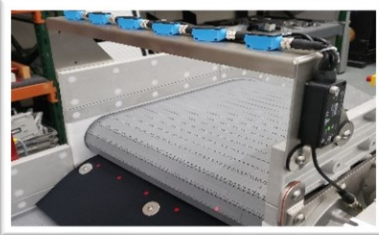
#### 1.2 Receive Shipments at Site & Unpack: *Day 1 & 2*

- Tracking numbers monitored for delivery.
- Project plan is flexible enough to handle unforeseen delays. There is always sufficient assembly work to be done, particularly early in the assignment.
- Actual time depends on system size, but never more than two days. In most cases, tasks 1.2 & 1.3 blend days as large equipment deliveries are staggered to allow time for set-up and positioning in the workspace.
- Primary tasks include...
  - Unload trailer & organize boxes on site.
  - Accept and inspect shipments as they arrive
  - Uncrate large conveyors, connect leg supports & locate in position
  - Unpack parts and arrange by assembly station
  - Prepare site & ready tools

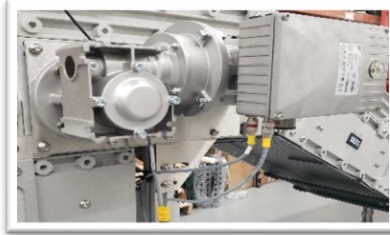


### 1.3 Build Final Components from Sub-assemblies: Day 2 & 3

- Since only a few select items are fully assembled for shipping, a majority of the equipment must be put together on-site. Therefore, one day is dedicated to building larger assemblies from sub-assemblies.
- Assemblies constructed are such things as...
  - Conveyor Sensor Brackets
  - Motor Packages for Conveyor Lines
  - Conveyor Transitions



Sensor Bracket



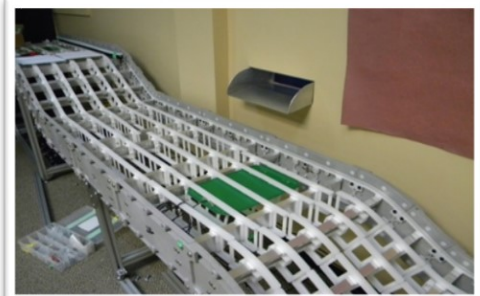
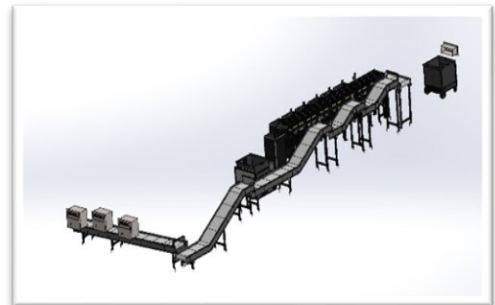
Motor Package



Larger Assemblies

### 1.4 Set-up Conveyors in Circulation Workroom: Day 3

- Seven conveyor sections to be assembled & positioned in this workroom. *(Pictured to the right)*
  - Starting at the external returns. Conveyor number one is called an in-feed conveyor. It is long with flat belting and tall retaining walls. Sensors installed at the return will immediately activate the belting when items are deposited.
  - A second conveyor turns along the wall. It serves as another in-feed line where staff can input material for check-in and sorting.
  - Conveyor's three, four, & five are similar in design. Each is shorter in length, has an incline and belting with a pattern of flanges to pull material away. The series of conveyors is where material is separated and spaced.
  - The sixth is short conveyor. It contains the final antenna in which the items sort destination is determined.
- The initial three conveyors will contain at least four RFID antenna pads. A couple are inserted inside the conveyors at the book drops to instantly check-in material, while others are located in later conveyors to re-activate the security bit on tags.
- Conveyor support legs are anchored to the floor.
- Sensor brackets, motors and transitions are all mounted and checked for level.
- Side retaining walls connected to ensure material stays on belting.



1.5 Set-up Sort Conveyor: Day 4

- By far the heaviest piece of equipment is the sorter. It consists of a front-end module (33" long), one drive-end module (33" long) and repeated mid-sections (24" long).
- For the Mead System, one beginning, one drive and five middle modules are required for this sort conveyor.
- Legs are attached one section at a time, each section is carefully moved into place and fastened to the previous section.
- In its correct floor location, sort-zone sensor brackets and chutes are attached.
- The special ARB belting is put on making sure to have the activator balls roll in the correct orientation.
- The I/O blocks are installed and wired below the conveyor.
- AMH sort bins are unpacked and set-up bungee springs.



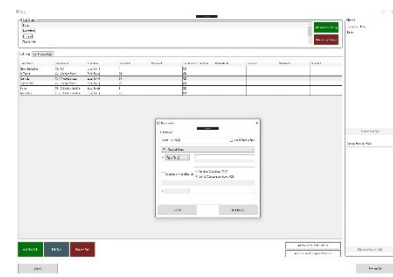
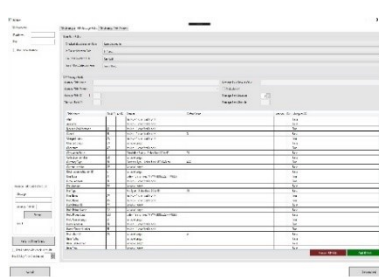
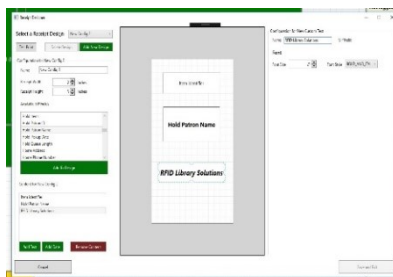
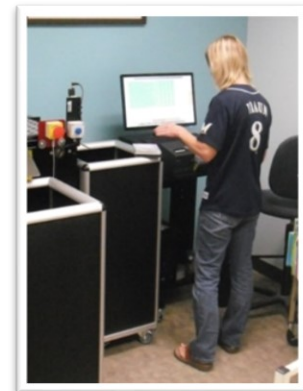
1.6 Power/Control Connection to Hardware: Day 5

- An extremely critical step in the system installation is the placement, set-up, and connection of power to the control panels.
  - Enclosure Panel
- System power requirements and required install point in the sort room are provided on the spec drawing.
- RFID LS will hire General Contractor's electrician to make the connection from the wall wiring into the back of the Power Supply panel. General Contractor is responsible for pulling the wire to & installing junction boxes per the location shown on the spec drawing.



1.7 Staff Station and AMH Software Configuration: Day 6

- AMH staff station cart assembled
- CPU, monitor, receipt printer and accessories organized and set-up on cart
- Options presented for AMH staff station placement. Default location is next to 'Exceptions Bin' for processing items that must be personally handled by staff.
- AMH software installed on CPU
- SIP connection established, configured & tested
- Communication with PLC confirmed and tested
- AMH interface designed to look like system layout
- Sort zones rules entered, organized & enabled
- Receipt printer configured to produce 'Holds' and 'Transit' receipts that look like existing receipts.



## 1.8 Hardware Testing and Settings Adjustment: Day 6 & 7

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- After all electrical/communication connections are made and the AMH software program installed, testing of all moving parts can begin.
- Hardware testing involves:
  - Starting and stopping conveyor motors (*all*)
  - Observe smooth belt running (*all*)
  - Test and adjust the end-of-conveyor sensor recognition (*all*)
  - Confirm SIP/ILS communication verifying material check-in
  - Move up and down sort zone actuators
  - Test and adjust the sort sensor recognition
  - Examine AMH sort bins – smooth moving floor, correct spring bands, front door, etc.
  - Control panels properly labeled and secure
- When all moving parts are functioning properly, the speed or rate settings of conveyors can be fine-tuned to match incoming return levels.

## 1.9 Staff Training: Day 8, 9 & 10

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- All staff training takes place on-site for a more hands-on personal experience. RFID Library Solutions requests that, before the training, the library appoints 1-2 main operators, in addition to 1 or 2 maintenance personnel for the new AMH system. These primary operators will be trained by the assigned service technician in several areas. They include system software, basic system functionality, safety, usage guidelines, and support procedures. Experience has taught us to keep initial system training from 2 to 4 key library personnel. The smaller group provides enough individual attention and hands-on experience to properly train staff to assume responsibility for the systems daily operation.
- Both an electronic & bound paper copy of the AMH manual are presented to staff. Topics include:
  - Support contact information & service progression table
  - Common terms, system module descriptions and usage features
  - Getting started topics and using the system steps outlined
  - Configuring the system settings
  - Staff/Library maintenance expectations
- Staff Maintenance Responsibilities  
It is up to the library staff to keep the system cleaned to help prevent dust and debris from interfering with the system. The primary maintenance person trained should:
  - ✓ Clean Conveyor Belts, Transitions & Sensors
  - ✓ Clean Sort Sensors, Chutes & Bins
  - ✓ Clean Motor Brushes
  - ✓ Clean the AMH PC fans and RFID Readers
- A service technician will return in 2 -3 weeks to thoroughly inspect all components for normal operation, answer all questions tracked by staff during the break-in weeks, and conduct additional training as requested.

## 1.10 System Sign-off and Handover to Library Staff: *System Hand-off*

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- At a point when the system has consistently achieved agreed upon standards or goals, day-to-day control of the system is handed over to library staff. System standards include...
  - Attain a minimum check-in accuracy percentage – 95% minimum
  - Achieve a minimum sort accuracy percentage – 95% minimum
  - Maintain operational up-time for one month – less than 36 hrs. of unscheduled downtime
- Signing-off on the final payment invoice signifies the official day that the one-year system warranty begins for the library
- At the option of the library, an annual service and maintenance contract may be entered into with RFID Library Solutions to continue full-service support on all system hardware and software. This agreement is not available until the one-year warranty ends.

## 7.0 TRAINING & DOCUMENTATION

All training for staff will take place on-site after installation and system testing is completed by RFID LS technicians. Although instructional training will last approximately two to three days for staff, our presence will last several more days on-site after the system is up and running. A primary objective of ours is to never leave a library site until staff is completely comfortable with software navigation, system operation and alarm recovery. Some of the tools left with staff include a complete manual (electronic & hard copy), a quick reference troubleshooting guide and a tip sheet on maximizing system functionality.

Training will be made available to all staff personnel MPL requests. There is no maximum number. However, we do recommend keeping training sessions for daily users limited to smaller groups of 5 - 6 people. In this manner, a more tailored session may be arranged. Experience has taught us that staff will feel more comfortable asking questions in these smaller groups. There is also more time for everyone in the session to get hands-on experience pushing buttons or navigating around the CPU interface. Prior to training, we suggest the library appoint 3-4 primary day-to-day operators, 1-2 system administrators, and 1-2 general maintenance personnel. Some positions can even overlap. Although all the same topics will be covered, each user type will have greater focus in certain areas. A list of core topics is below.

### 1. General Information

- System Overview
- Safety
- General Maintenance

### 2. Getting Started

- Logging On & Exiting System
- System Menu & Short Cuts
- User ID's & Passwords
- Backing up Software Config. File

### 3. Using the System

- Starting Automatic Mode
- Sort Groups
- Basic System Controls
- System Statistics
- Troubleshooting Instructions
- ILS Communication & SIP Messaging

### 4. Points of Contact & Help Desk

- Steps & Structure of Service Call

The individuals responsible for providing training will include a couple key RFID LS representatives. Eric Kohorst will work with administrative users on vital set-up details like SIP messaging configuration with Innovative; sort rule creation and their organization into sort zones; receipt printer formatting; and generating reporting parameters for system statistics. Neil Bruchu on the other hand, will work with the remaining staff personnel providing instruction on general upkeep as well as basic functioning of system hardware.

Although additional training is available online through remote access apps ([Logmein.com/Showmypc.com](http://Logmein.com/Showmypc.com)), it would be more beneficial to coordinate training for new operators at the time of a preventative maintenance visit. Additional training at these visits would be performed at no additional charge by the RFID LS tech while on-site. If training is requested by the library outside of an annual service/maintenance agreement, fees would be invoiced for the time and expenses to fulfill the libraries' additional training requirements. Finally, in the event of a new software release or upgrade in which major changes are made, on-site training would be made available to the library at a scheduled time at no charge.



## 8.0 GUARANTEES & WARRANTIES

RFID Library Solutions, Inc. (Manufacturer) warrants that Library's Automated Material Handling or RFID system will be free of defects in materials and workmanship under normal library use for one year from the date of purchase. Manufacturer will, at its option, repair or replace the Product without charge for the year term. Manufacturer also agrees to respond to initial service call within (24 hour) time period, identify issues, create technician response plan and respond in an agreed upon timeline with Library. If a replacement part or component is necessary to service this warranty, the replacement part or component may be new or recondition. Upon completion of the one-year limited warranty period, an AMH or RFID service plan may be contracted with Manufacturer. Service contracts are unique to each library, the system implemented, and the level of service desired.

This warranty applies to Products operated in the United States and Canada. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state or province to province.

THIS WARRANTY DOES NOT COVER CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND DOES NOT COVER INCIDENTAL COSTS AND EXPENSES RESULTING FROM ANY BREACH OF THE WARRANTY, EVEN IF FORESEEABLE. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you depending on the state of your purchase.

Nor does this warranty cover damages caused by services performed by anyone other than Manufacturer or its authorized service providers, use of parts other than genuine Manufacturer parts, or external causes such as abuse, misuse, inappropriate power supply, or acts of God.

THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY OTHER EXPRESS WARRANTY, WHETHER WRITTEN OR ORAL. IN ADDITION, MANUFACTURER HEREBY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. Some states do not allow disclaimers of such implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you depending on the state of purchase.

### TERMS & CONDITIONS

#### WHAT WE WILL DO:

**Hardware:** In consideration of payment of the agreement price, RFIDLS will furnish the labor & expertise to maintain the Equipment specified in the agreement in proper operating condition during the term of this agreement, provided that the Equipment is installed by and authorized RFIDLS service provider and used as directed. This Service Agreement covers Equipment failure during normal usage, RFIDLS agrees to provide:

- On-site remedial maintenance during On-Site coverage hours when RFIDLS is notified that the equipment is not in good working order. RFIDLS will provide a toll-free telephone number for Customer to place, and RFIDLS will receive, Equipment maintenance service calls twenty-four (24) hours/day, seven (7) days/week.

- All labor and equipment modifications RFIDLS deems necessary to maintain the Equipment in good working order. All service parts will be furnished on an exchange basis and will be new parts or parts of equal quality. For certain Equipment, RFIDLS reserves the right to replace the entire unit with new equipment or equipment of equal quality when RFIDLS determines is more economical than on-site repair. All equipment removed for replacement becomes the property of RFIDLS.

**Software:** In consideration of payment of the agreement price, RFIDLS will furnish over-the-phone software support and remote troubleshooting of the RFIDLS Software specified in this agreement as well as updates necessary to maintain the RFIDLS Software specified in the agreement in proper working condition during the term of this agreement, provided that the RFIDLS Software is installed and used as directed. RFIDLS agrees to provide:

- All software configuration modifications RFIDLS deems necessary to maintain the RFIDLS Software in good working order
- RFIDLS Software updates
- A toll-free telephone number for Customers to place, and RFIDLS to receive, software support calls. Over-the-phone software call may be placed twenty-four (24) hours/day, seven (7) days/week. Calls will be addressed during Software Support Coverage Hours in the order they were received.

#### **WHAT IS NOT COVERED:**

The basic maintenance fee does not include, and RFIDLS is not obligated to provide repair of damage or increase in service by:

- i. Failure of customer to provide continually a proper operating environment and supply of power as prescribed by the Equipment manufacturer
- ii. Accident
- iii. Acts of God, including but not limited to fire, flood, water, wind and lightning
- iv. Neglect, abuse or misuse
- v. Failure of Customer to follow RFIDLS's published operating instruction
- vi. Modification, service or repair of the Equipment by other than RFIDLS authorized personnel
- vii. Use of Equipment for purposes other than for which designed
- viii. Painting or refinishing the equipment
- ix. Relocation of the equipment
- x. Replacement of broken or damaged cabinetry; to include items such as lattices, base covers, etc
- xi. Electrical work external to the Equipment
- xii. Cosmetic restorations or after removal or relocation of Equipment for any reason
- xiii. Modification, or repair of the RFIDLS Software by other than RFIDLS authorized personnel
- xiv. Use of the RFIDLS Software for purposes other than for which designed
- xv. Virus/hacker activity
- xvi. Non-RFIDLS Software related updates and upgrades including, but not limited to, Operation System, Anti-Virus, Intrusion Detection
- xvii. Labor on material associated with consumables such as receipt printer, patron counter batteries, and similar items.

#### **RENEWAL:**

This agreement is NOT automatically renewable. If a renewal agreement is offered by RFIDLS, the agreement price quoted will reflect the age of the product and the service costs at the time of renewal.

#### **ENTIRE AGREEMENT:**

This instrument sets forth the entire agreement between the parties, and not representation, promise or condition not contained herein shall modify these terms whether made prior to or subsequent to the execution of this agreement.

### 9.0 AMH SERVICE AGREEMENT *(Sample)*

This Annual Service Agreement is a legal contract between the Anytown Public Library (Library) and RFID Library Solutions, Inc. (RFIDLS), which governs the terms and conditions under which RFIDLS will perform Automated Material Handling (AMH) system maintenance.

This Agreement is for the existing AMH system located at 123 Main Street, Anytown, USA, 54321 – Readers Branch, Anytown Public Library. RFIDLS agrees to service the existing AMH system and sort bins owned by the Library. The Library agrees to provide access to the system when required and as needed to return it to operation. The service agreement is for one year; starting on January 1<sup>st</sup>, 2024 and expires on December 31<sup>st</sup>, 2024. The price of this agreement is **\$XX,XXX.00 (US dollars)**, invoiced on the date of signing, due net 30 payment terms.

The service on the AMH system includes all the time, labor, and technical knowledge necessary to return the system to its normal functioning state, or repair/replace worn or improperly functioning equipment. Service is to be available in an emergency as well as a routinely scheduled event. Service includes software upgrades and technical support to achieve the system’s mutually acceptable working condition and interface configuration. The Annual Services Agreement **does not include** the cost of replacement parts. All replacement parts are invoiced to the Library as purchased. RFIDLS may only purchase parts after approval has been gained from the Library.

The agreement provides for (2) Preventative Maintenance (PM) visits to be scheduled in advance with the Library. The PM visit has the following requirements:

- The on-site visits will be conducted by a certified RFIDLS Technician familiar with Anytown Branch AMH system.
- The trained technician will thoroughly inspect all equipment and keep a log of concerns or areas that need attention. Repairs or wear patterns are discussed with staff and the service log updated with regard to follow-up steps. If both parties agree, plans can be made for ordering parts as well as a timeline for repair/replacement of part(s). Once completed, a final report will be generated indicating the system’s condition and/or repairs made.
- Preventative Maintenance visits will be coordinated and scheduled at the Library’s convenience.

Emergency support will be available by calling our toll-free

telephone number, **(877) 924-7434**, and selecting **Option 1** for direct connection with a service technician. The Library will also have access to the technician’s mobile phone line as backup should immediate assistance be required. RFIDLS will provide phone support 7 days a week and 24 hours a day. Voice messages will receive a two-hour response time. On-site local service is guaranteed within 24 hrs. Library staff may contact their technician via e-mail: [neil@rfidls.com](mailto:neil@rfidls.com) at any time for general service questions or to schedule routine maintenance. Remote assistance is available and recommended, but only established with the library’s request as well as permission.

**RFID Library Solutions**

Signature \_\_\_\_\_

Print Name Eric Kohorst

Date October 24th, 2024

**Anytown Public Library**

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Date \_\_\_\_\_

## 10.0 RETURN BIN INDUCTION MODULE

### AUTOMATED MATERIAL HANDLING

#### RETURN BIN INDUCTION



#### CAPABILITIES

- Multiple item induction
- Repetitive chore eliminated
- RFID check-in
- Labor shift to customer service

#### LOCATIONS WITH MODULE

- Appleton Pub. Lib. - WI
- Hamilton East Pub. Lib. - IN
- Manitowoc Pub. Lib. - WI
- Pueblo City/Cty Lib. Dist - CO
- Ottawa Pub. Lib. - Ontario, Canada
- Pikes Peak Lib. Dist. - CO
- Ames Pub. Lib. - IA

#### POWER SPECIFICATIONS

- ½ Hp, 6 gal SilentAir™ compressor used to raise bin floor
- 110VAC, power supplied by system
- Proximity sensors control module movements
- Push button controls

#### MODULE DIMENSIONS

##### SAFETY CAGE

- 48" H x 36" W x 30" D

##### STANDARD RETURN BIN

- 34" H x 29" W x 29" D

##### CUSTOM RETURN BINS

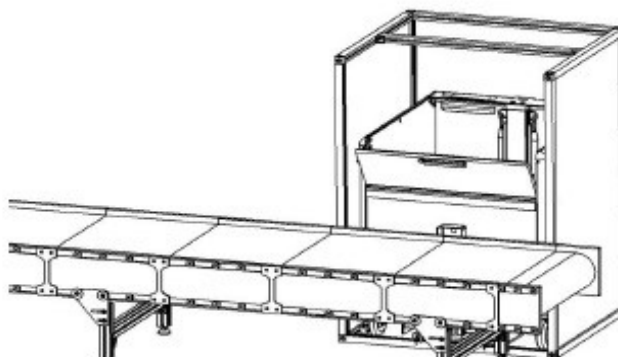
- Book return dimension required for manufacturing
- Photos helpful

Return Bin Induction offers libraries an economical and unique option to automatically process patron returns from external drop boxes or remote book drops. Specialized bins capable of collecting hundreds of items are emptied onto in-feed conveyors for immediate check-in, separation, singulation and sorting. The optional module dramatically reduces the labor required and time needed to circulate thousands of items per day. Ask staff which they would rather do...

*"Manually induct one item at a time, or hundreds with the push of a button?"*

#### MODULE Includes:

- Safety Cage & Tilting Device
- Push-button control pendant w/ E-stop
- SilentAir™ compressor - low pressure, NO noise
- Adjustable induction rate & timing
- Return/Induction bins sold separately
- Bin sizes customizable to return location
- Module can be added at a future date



All RFID Library Solution AMH systems are UL – Certified and custom designed to meet the unique circulation conditions at each library facility.



RFID Library Solutions

11030 89th Ave N  
Maple Grove, MN 55369  
[www.rfids.com](http://www.rfids.com)  
(877) 924-7434

**FORM A: Signature & Non-Collusion Affidavit**

Form A: Signature and Non-Collusion Affidavit  
 RFP: Purchase and Installation of Mead Library AMH System

*This form must be returned with your response.*

In signing Proposals, we certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise take any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit Proposals, that Proposals have been independently arrived at, without collusion with any other Proposers, competitor or potential competitor; that Proposals have not been knowingly disclosed prior to the opening of Proposals to any other Proposers or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, submitting this Proposals, hereby agrees with all the terms, conditions, and specifications required by the county in this Request for Proposals, declares that the attached Proposals and pricing are in conformity therewith, and attests to the truthfulness of all submissions in response to this solicitation.

Proposers shall provide the information requested below. Include the legal name of the Proposers and signature of the person(s) legally authorized to bind the Proposers to a contract.

RFID Library Solutions, Inc.

COMPANY NAME

Eric Kohorst

SIGNATURE

10-24-2024

DATE

ERIC KOHORST

PRINT NAME OF PERSON SIGNING

President

**FORM B: Receipt of Forms & Submittal Checklist**


Form B: Receipt of Forms and Submittal Checklist RFP:  
Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

Proposers hereby acknowledge the receipt and/or submittal of the following forms:

Forms	Initial to Acknowledge RECEIPT
Form A: Signature Affidavit	YES
Form B: Receipt of Forms and Submittal Checklist	YES
Form C: Vendor Profile	YES
Form D: Cost Proposal	YES
Form E. References	YES
Appendix A: Standard Terms and Conditions	YES
Appendix B: First Floor Blueprint (Partial)	YES
Appendix C: Rough Layout	YES

RFID Library Solutions, Inc.  
\_\_\_\_\_  
COMPANY NAME

  
\_\_\_\_\_  
SIGNATURE  
ERIC KOHORST - President

**FORM C: Vendor Profile**

<p>Form C: Vendor Profile</p> <p>Purchase and Installation of Mead Library AMH System</p>
-------------------------------------------------------------------------------------------

COMPANY INFORMATION

*This form must be returned with your response.*

COMPANY NAME (Make sure to use your complete, legal company name.) <b>RFID Library Solutions, Inc</b>			
FEIN <b>27-1497967</b>		(If FEIN is not applicable, SSN collected upon award)	
CONTACT NAME (Able to answer questions about proposal.) <b>Eric Kohorst</b>		TITLE <b>President</b>	
TELEPHONE NUMBER <b>763-443-5937</b>		FAX NUMBER	
EMAIL <b>eric@rfid/s.com</b>			
ADDRESS <b>11030 09th Ave. N.</b>		COUNTY <b>Maple Grove</b>	STATE ZIP <b>MN 55369</b>

ORDERS/BILLING CONTACT

Address where County purchase orders/contracts are to be mailed and person the department contacts concerning orders and billing.

CONTACT NAME <b>ERIC KOHORST</b>		TITLE <b>President</b>	
TELEPHONE NUMBER <b>763-443-5937</b>		FAX NUMBER	
EMAIL <b>eric@rfid/s.com</b>			
ADDRESS <b>11030 09th Ave. N.</b>		COUNTY <b>Maple Grove</b>	STATE ZIP <b>MN 55369</b>

FORM D: Cost Proposal

Form D: Cost Proposal

RFB: Purchase and Install of Mead Library AMH System

*This form must be returned with your response.*

We propose to provide and install the Automated Material Handling System including Freight, Labor, Materials and complete installation including staff training at a total cost of:

System Manufacturer Name RFID Library Solutions, Inc.

System Manufacturer Model 7-zone sorter w/ Return Bin Induction

\$ 192,225.00

192 Thousand 2 Hundred 25 Dollars and NO Cents

We Acknowledge Receipt of the following Addenda

#1 DATED \_\_\_\_\_ #2 DATED \_\_\_\_\_ #3 DATED \_\_\_\_\_

Further, we propose to furnish on site maintenance consisting of 2 Visits per year for a period of Five Years following the expiration of the manufacturer's warranty period at an annual cost of \$ 16,000 per year. This cost shall be paid in advance at the time of purchase.

Further, based upon current lead times and production schedules in effect at the time of this writing we would Anticipate commencement of project activities to begin within 12 WEEKS following execution of the contract between the parties and necessary building modifications by others.

RFID Library Solutions, Inc

COMPANY NAME

SIGNATURE Eric Kohorst  
Eric Kohorst  
President

DATE 10-24-2024



**FORM E: References**

Form E: References

RFP: Mead Public Library AMH System

*This form must be returned with your response.*

REFERENCE #1 – CLIENT INFORMATION			
COMPANY NAME <b>DOUGLAS COUNTY LIBRARIES</b>		CONTACT NAME <b>DAVE MEYER</b>	
ADDRESS <b>100 S. WILCOX</b>	COUNTY <b>DOUGLAS</b>	STATE <b>CO</b>	ZIP <b>80104</b>
TELEPHONE NUMBER <b>720-212-7853</b>	FAX NUMBER		
EMAIL <b>dmeyer@dclibraries.org</b>			
Manufacturer & Model <b>13-zone sorter - PSM Branch</b>		Delivery date <b>SEPT. 2023</b>	
Notes <b>DCL libraries have five AMH systems ranging in size from 5-15 sort zones. Each uses our induction bins to distribute material between branches</b>			

REFERENCE #2 – CLIENT INFORMATION			
COMPANY NAME <b>KENOSHA PUB. LIB.</b>		CONTACT NAME <b>ROB NUNEZ</b>	
ADDRESS <b>7979 30th AVE</b>	COUNTY <b>KENOSHA</b>	STATE <b>WI</b>	ZIP <b>53140</b>
TELEPHONE NUMBER <b>262-564-6327</b>	FAX NUMBER		
EMAIL <b>rnunez@mykpl.info</b>			
Manufacturer & Model <b>9-zone sorter</b>		Delivery Date <b>MAY 2017</b>	
Notes <b>KPL has installed two AMH systems. A 5-zone sorter at Northside &amp; a 9-zone sorter at SW. Both were completed in 2017 &amp; can speak to service over 7 years</b>			

REFERENCE #3 – CLIENT INFORMATION			
COMPANY NAME <b>JEFFERSON COUNTY PUB. LIB.</b>		CONTACT NAME <b>CHERYL MURPHY</b>	
ADDRESS	COUNTY <b>JEFFERSON</b>	STATE <b>CO</b>	ZIP
TELEPHONE NUMBER <b>303-403-5292</b>	FAX NUMBER		
EMAIL <b>Cheryl.Murphy@JeffcoLibrary.org</b>			
Manufacturer & Model <b>10-zone sorter - Arvada Branch</b>		Delivery Date <b>Feb. 2023</b>	
Notes <b>JCPL libraries have eight AMH systems within their district. First one installed in 2019 and wrapped up in 2023. size ranges from 7-zones to 11-zones.</b>			

**CITY OF SHEBOYGAN  
INSURANCE REQUIREMENTS**

**EXHIBIT 3**

**CONTRACTOR'S INSURANCE WITH BOND AND PROPERTY INSURANCE  
REQUIREMENTS**

The Contractor shall not commence work until proof of insurance required has been provided in writing to the applicable department before the contract or purchase order is considered for approval by the City of Sheboygan

It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary and non-contributing coverage and that any insurance or self- insurance maintained by the City of Sheboygan, its officers, council members, agents, employees or authorized volunteers will not contribute to coverage of any loss. All insurance shall be in full force prior to commencing work and remain in force until the entire job is completed and the length of time that is specified, if any, in the contract or listed below whichever is longer.

**1. COMMERCIAL GENERAL LIABILITY COVERAGE**

A. Commercial General Liability coverage at least as broad as Insurance Services Office Commercial General Liability Form CG 00 01, including coverage for Products Liability, Completed Operations, Contractual Liability, and Explosion, Collapse, Underground coverage with the following minimum limits and coverage:

- |    |                                                                                                                                                                                                                                                                                  |             |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| 1. | Each Occurrence limit                                                                                                                                                                                                                                                            | \$1,000,000 |
| 2. | Personal and Advertising Injury limit                                                                                                                                                                                                                                            | \$1,000,000 |
| 3. | General aggregate limit (other than Products–Completed Operations) <b>per project</b>                                                                                                                                                                                            | \$2,000,000 |
| 4. | Products–Completed Operations aggregate                                                                                                                                                                                                                                          | \$2,000,000 |
| 5. | Fire Damage limit — any one fire                                                                                                                                                                                                                                                 | \$50,000    |
| 6. | Medical Expense limit — any one person                                                                                                                                                                                                                                           | \$5,000     |
| 7. | Watercraft Liability, (Protection & Indemnity coverage) <b>”if”</b> the project work includes the use of, or operation of any watercraft, then Watercraft Liability insurance must be in force with a limit of \$1,000,000 per occurrence for Bodily Injury and Property Damage. |             |
| 8. | Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.                                                                                                                                                        |             |

**2. BUSINESS AUTOMOBILE COVERAGE**

A. Automobile Liability coverage at least as broad as Insurance Services Office Business Automobile Form, with minimum limits of \$1,000,000 combined single limit per accident for Bodily Injury and Property Damage, provided on a Symbol #1– “Any Auto” basis.

**3. WORKERS COMPENSATION AND EMPLOYERS LIABILITY**-as required by Wisconsin State Statute or any Workers Compensation Statutes of a different state. Also, if applicable to the work coverage must include Maritime (Jones Act) or Longshore & Harbor Worker’s Compensation Act coverage.

- A. Must carry coverage for Statutory Workers Compensation and an Employers Liability with limits of:
- (1) \$100,000 Each Accident
  - (2) \$500,000 Disease Policy Limit
  - (3) \$100,000 Disease – Each Employee
- B. Employer’s Liability limits must be sufficient to meet umbrella liability insurance Requirements

4. **UMBRELLA LIABILITY** providing coverage at least as broad as all the underlying liability policies with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$25,000. The umbrella must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan  
Products – Completed Operations coverage must be carried for a minimum of three years after acceptance of completed work.
5. **AIRCRAFT LIABILITY**, if the project work includes the use of, or operation of any aircraft or helicopter, then Aircraft Liability insurance must be in force with a limit of \$5,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
6. **UNMANNED AIRCRAFT LIABILITY** – if the project work includes the use of, or operation of any unmanned aircraft then unmanned aircraft liability insurance must be carried with a limit of \$1,000,000 per occurrence for bodily injury liability, property damage liability and invasion of privacy liability.
7. **PROPERTY INSURANCE COVERAGE (BUILDERS RISK INSURANCE)** to be provided by the contractor, if the exposure exists.
  - A. The “property” insurance amount must be at least equal to the total value of the structure(s), plus or minus any change orders. It must also include value of Engineering or Architect fees, claims preparation costs, and owner furnished equipment.
  - B. Covered property must include property on the project work sites, property in transit, property stored off the project work sites, and any equipment furnished by City of Sheboygan.
  - C. Coverage must be on a **Replacement Cost basis**, with no co-insurance penalties.
  - D. The City of Sheboygan, Consultants, architects, architect consultants, engineers, engineer consultants, contractors, and subcontractors must be added as named insureds to the policy.
  - E. Coverage must be written on a “special form” or “all risk” perils basis. Coverage to include collapse.
  - F. Coverage must include coverage for Water Damage (including but not limited to flood, surface water, hydrostatic pressure) and Earth movement.
  - G. Coverage must be included for Testing and Start up.
  - H. If the exposure exists, coverage must include Boiler & Machinery including mechanical or electrical breakdown coverage.
  - I. Coverage must include Building Ordinance or Law coverage with a limit of at least 5% of the contract amount.
  - J. The policy must cover/allow Partial Utilization by owner.
  - K. Coverage must include a “waiver of subrogation” against any named insureds or additional insureds.
  - L. Contractor will be responsible for all deductibles and coinsurance penalties.
8. **INSTALLATION FLOATER / CONTRACTOR’S EQUIPMENT** - The contractor is responsible for loss and coverage for these exposures. City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by

the contractor or its subcontractors. This includes but not limited to property owned, leased, rented, borrowed, or otherwise in the care, custody or control of the contractor or subcontractor of any tier. See additional requirements for subcontractors below.

9. **PROFESSIONAL LIABILITY COVERAGE**-if project includes the use of engineers, architects, or other professionals the below coverage and limits apply.

- A. Limits
  - (1) \$1,000,000 each claim
  - (2) \$1,000,000 annual aggregate
- B. Must comply with claims-made requirements listed below

10. **BOND REQUIREMENTS**

- A. Bid Bond. The contractor will provide to the owner a Bid Bond, which will accompany the bid for the project. The Bid Bond shall be equal to 5 percent of the contract bid.
- B. Payment and Performance Bond. If awarded the contract, the contractor will provide to the owner a Payment and Performance Bond in the amount of the contract price, covering faithful performance of the contract and payment of obligations arising thereunder, as stipulated in bidding requirements, or specifically required in the contract documents on the date of the contract's execution.
- C. Acceptability of Bonding Company. The Bid, Payment and Performance Bonds shall be placed with a bonding company with an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VI.

**INSURANCE REQUIREMENTS FOR ALL SUBCONTRACTOR(S)**

All subcontractors shall be required to obtain the above coverages as applicable. This insurance shall be as broad and with the same limits and coverages (including waivers of subrogation) as those required per Contractor requirements.

**APPLICABLE REQUIREMENTS AND PROVISIONS FOR LIABILITY INSURANCE OF CONTRACTORS / SUBCONTRACTORS / SUB-SUB CONTRACTORS**

- A. Primary and Non-contributory requirement – all insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan
- B. Acceptability of Insurers - Insurance is to be placed with insurers who have an *A.M. Best* rating of no less than A- and a Financial Size Category of no less than Class VII, and who are authorized as an admitted insurance company in the state of Wisconsin.
- C. Additional Insured Requirements – The following must be named as additional insureds on all Liability Policies for liability arising out of project work City Of Sheboygan, and its officers, council members, agents, employees and authorized volunteers. On the Commercial General Liability Policy, the additional insured coverage must be as broad as ISO form CG 20 10 07 04 and also include Products – Completed Operations additional insured coverage as broad as ISO form CG 20 37 07 04 or their equivalents for a minimum of 3 years after acceptance of work. This does not apply to Workers Compensation or Professional Liability Policies.
- D. Waivers of Subrogation - All contractor and subcontractor liability, workers compensation, and property policies, as required herein, must be endorsed with a waiver of subrogation in favor of the City of Sheboygan, its officers, council members, agents, employees, and authorized volunteers.
- E. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention in the contractor's policy must be declared to the City of Sheboygan and satisfied by the contractor.
- F. Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the City of Sheboygan a certificate of insurance (Acord Form or equivalent for all coverages) signed by the insurer's representative evidencing the coverage required by this agreement. In addition form CG 20 10 07 04 for ongoing work exposure and form CG 20 37 07 04 for products-completed operations exposure

must also be provided or its equivalent on the Commercial General Liability coverage.

- G. Limits and Coverage- The insurance requirements under this Agreement shall be the greater of the minimum limits and coverage specified herein, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits. No representation is made that the minimum insurance requirements stated hereinabove are sufficient to cover the obligations of Contractor under this Agreement.
- H. Claims Made Coverage – If any coverage is maintained on a claims-made basis, the following shall apply:
- I. The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
  - II. Insurance must be maintained and evidence of insurance must be provided for a minimum of three years after completion of the contract services.
  - III. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Contractor must purchase an extended reporting period for a minimum of three years after completion of the contracted services.
- I. Cancellation/Non-Renewal – No policy of insurance required to be maintained hereunder shall be cancelled, non-renewed, or voided without 30 days prior written notice to City of Sheboygan, except where cancelation is due to the non-payment of premiums, in which event, 10-days prior written notice shall be provided.