

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: OCTOBER 24, 2016 AGENDA ITEM NUMBER: 8

SUBJECT: RESOLUTION APPROVING THE PURCHASE OF A BIBLIOTHECA RFID SELF-CHECK LIBRARY DETECTION SYSTEM FOR THE CENTRAL LIBRARY UNDER AN EXCEPTION TO THE BIDDING LAWS CODIFIED IN N.C.G.S. 143-129(e)(6) AND AWARDED A CONTRACT TO BIBLIOTHECA, LLC (FORSYTH COUNTY PUBLIC LIBRARY)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS: Recommend Approval

SUMMARY OF INFORMATION:

See attached

ATTACHMENTS: YES NO

SIGNATURE: *J. Dudley White, Jr.* COUNTY MANAGER DATE: October 19, 2016

**RESOLUTION APPROVING THE PURCHASE OF A BIBLIOTHECA RFID
SELF-CHECK LIBRARY DETECTION SYSTEM FOR THE CENTRAL
LIBRARY UNDER AN EXCEPTION TO THE BIDDING LAWS CODIFIED
IN N.C.G.S. 143-129(e)(6) AND AWARDING A
CONTRACT TO BIBLIOTHECA, LLC
(FORSYTH COUNTY PUBLIC LIBRARY)**

WHEREAS, Forsyth County desires to purchase a Bibliotheca Radio Frequency Identification (RFID) Self-Check Library Detection System for the Central Library; and

WHEREAS, the Forsyth County Public Library system has three library locations with Bibliotheca Self Check Library Detection Systems and six additional library locations with Bibliotheca detection systems that are not self-check systems, therefore, standardization and compatibility are overriding considerations for the purchase of this equipment and materials; and

WHEREAS, N.C.G.S. 143-129(e)(6) provides that the bidding laws do not apply to purchases of apparatus, supplies, materials, or equipment when: (i) performance or price competition for a product are not available; (ii) a needed product is available from only one source of supply; or (iii) standardization or compatibility are overriding considerations; and

WHEREAS, N.C.G.S. 143-129(e)(6) further requires the governing board of political subdivision of the State to approve purchases under the above provision prior to the award of the contract; and

WHEREAS, it is the recommendation of the County Manager, the Library Director, and the Purchasing Director that a contract for the purchase of a Bibliotheca RFID Self-Check Library Detection System be awarded to Bibliotheca, LLC in the amount of \$160,941; and

WHEREAS, the County Chief Financial Officer has determined that sufficient funds are available to cover the cost of this contract;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby approves the purchase of a Bibliotheca RFID Self-Check Library Detection System for the Central Library under the exception to the bidding laws as provided and authorized by N.C.G.S. 143-129(e)(6).

BE IT FURTHER RESOLVED that the Forsyth County Board of Commissioners hereby awards a contract to Bibliotheca, LLC, in the amount of \$160,941 for the purchase and installation of a Bibliotheca RFID Self-Check Library Detection System for the Central Library.

BE IT FURTHER RESOLVED by the Forsyth County Board of Commissioners that the Chairman or the County Manager and the Clerk to the Board are hereby authorized to execute, on behalf of Forsyth County, a contract with Bibliotheca, LLC, to purchase and install a Bibliotheca RFID Self-Check Library Detection System at the Central Library, subject to a pre-audit certificate thereon by the County Chief Financial Officer, if applicable, and approval as to form and legality by the County Attorney.

Adopted this the 24th day of October 2016.

FORSYTH COUNTY)
NORTH CAROLINA)

AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of September, 2016, by and between Forsyth County, North Carolina (the "County") and **Bibliotheca, LLC** (the "Provider");

For the purpose and subject to the terms and conditions hereinafter set forth, the County hereby contracts for the services of the Provider, and the Provider agrees to provide the services to the County in accordance with the terms of the Agreement.

I.

The services to be performed by the Provider shall be as follows:

Provider will supply, deliver and install the RFID Self-Check Library Detection System for the new Central Library, located at 660 West Fifth Street, Winston-Salem, North Carolina. The scheduled delivery and installation of the equipment and materials, as described in the attached Quotes #QUO-42613L2G7 and #QUO-42612-G0X0, will be completed in two phases at a total project purchase price of \$160,941.00.

The following documents, attached hereto, are incorporated herein:

Attachment A: Phase 1: \$83,225.00 plus tax - Quote #QUO-42613-L2G7, written by Jeffery Scott Allen, dated August 19, 2016

Attachment B: Phase 2: \$77,716.00 plus tax - Quote #QUO-42612-G0X0, written by Jeffery Scott Allen, dated August 7, 2016

II.

As full compensation for the Provider's services, the County agrees to pay the Provider the sum of **\$160,941.00 plus tax** as invoiced by the Provider. Total payments under this contract are not to exceed \$160,941.00 plus tax during FY-17 ending June 30, 2017.

III.

The Provider shall bill the County monthly for services rendered during the preceding thirty (30) days. The County shall pay all such bills within the following ten (10) days provided all elements of the Agreement are satisfactorily met.

The Provider shall operate as an independent contractor, and the County shall not be responsible for any of the Provider's acts or omissions. The Provider agrees to hold the County harmless from and against any and all claims, expenses (including attorney fees), costs or liability for acts or omissions of the Provider.

The Provider shall not be treated as an employee with respect to the services performed

hereunder for federal or state tax, unemployment or workers' compensation purposes. The Provider understands that neither federal, state, nor payroll tax of any kind shall be withheld or paid by the County on behalf of the Provider or the employees of the Provider. The Provider further understands and agrees that the Provider is fully responsible for the payment of any and all taxes arising from the payment of monies under this Agreement.

The Provider shall not be treated as an employee with respect to the services performed hereunder for purposes of eligibility for, or participation in, any employee pension, health, or other fringe benefit plan of the County.

The County shall not be liable to the Provider for any expenses paid or incurred by the Provider unless otherwise agreed in writing.

The Provider shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide contracted services unless otherwise agreed in writing.

The Provider shall maintain, at his/her sole expense, the following minimum insurance coverage:

A. Commercial General Liability Insurance. The Provider shall maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 each occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two times the occurrence limit. Such insurance coverage shall:

1. **Include the County, its officials, officers, and employees as additional insured** with respect to performance of the Services. The coverage shall contain no special limitations on the scope of protection afforded to the above listed insureds.
2. **Be primary** with respect to any insurance or self-insured retention programs covering the County, its officials, officers, and employees.

B. Business Automobile Liability Insurance. The Provider shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$1,000,000 each accident. Such insurance shall include coverage for owned, hired, and non-owned automobiles.

C. Workers' Compensation and Employers' Liability Insurance. The Provider shall maintain workers' compensation insurance with North Carolina statutory limits and employers' liability insurance with limits of not less than \$500,000 each accident.

D. Professional Liability Insurance. The Provider shall maintain professional liability insurance or equivalent form with a limit of not less than \$1,000,000.

E. Other Insurance Requirements. The Provider shall:

1. Prior to commencement of services, furnish the County with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this section and provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to the County.

Certificates of Insurance shall specifically include the following statement: "Forsyth County, its officials, officers and employees are shown as additional insureds with respect to the performance of services by **Bibliotheca, LLC**".

2. Provide certified copies of endorsements and policies, if requested by the County, in lieu of or in addition to certificates of insurance.
 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of the services.
 4. Maintain such insurance from the time services commence until services are completed.
 5. Place such insurance with insurers authorized to do business in North Carolina and having A. M. Best Company ratings of not less than A:VII. Any alternatives to this requirement shall require written approval of the County's Risk Manager.
- F. The Provider understands and acknowledges that these insurance coverage requirements are minimums and that they do not restrict or limit the hold harmless provisions of this agreement.

IV.

The Provider has no authority to enter into contracts or agreements on behalf of the County.

The Provider declares that it has complied with all federal, state and local laws regarding business permits, certificates, and licenses that may be required to carry out the services to be performed under this Agreement.

Provider hereby certifies that it is not on the North Carolina State Treasurer's list of persons engaging in business activities in Iran, prepared pursuant to NCGS §143C-6A-4, nor will Provider utilize on this agreement any subcontractor on such list.

Provider and its subcontractors shall comply with Article 2 of Chapter 64 of the North Carolina General Statutes relating to the required use of the federal E-Verify program to verify the work authorization of newly hired employees. Failure of the Provider to comply with this provision or failure of its subcontractors to comply could render this contract void under North Carolina law. It is the expectation of Forsyth County that the Provider will comply, and the Provider agrees to comply, with all applicable federal immigration laws in its hiring and contracting practices relating to the services covered by this contract involving County funds, as outlined in the Resolution adopted by the Forsyth County Board of Commissioners at its regular meeting on October 23, 2006.

This Agreement shall be governed by North Carolina law, except that provisions regarding conflicts of laws shall not apply.

IN WITNESS WHEREOF, the County and the Provider have set their hands and seals as

of the day and year first above written.

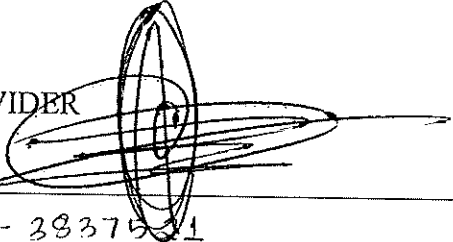
FORSYTH COUNTY, NORTH CAROLINA

By: _____

ATTEST:

Clerk to the Board

(SEAL)

PROVIDER
By: 
38-3837521
Social Security Number or Tax Id. No.

Joseph Al Coalla
Director
Bibliotheca, LLC
Bibliotheca ITG, Inc.



Quote Number: QUO-42613-L2G7, Rev: 1
 Quote Date: September 02, 2016
 Name: Jeffery Scott Allen
 Email: J.Allen@bibliotheca.com
 Telephone:

Quote To

Forsyth County Public Library (NC)
 Elizabeth Skinner
 660 W 5Th St,
 Winston-Salem, NC 27101-2755
 United States of America

Quote Details:

Main Library- RFID (Phase 1)

(336) 703-2665

Quote expires sixty (60) days from Quote Date above.

If applicable, the hardware and software includes 12-month warranty, set-up and configuration

Item ID	Item Type	Quantity	Sale Price	Sub Total
LEA000001-000-US	Tagging Cart Lease (3 Month Minimum Lease) 3 month minimum lease	2	\$520.000	\$1,040.00
LEA000001-000-US	Tagging Cart Lease (3 Month Minimum Lease) 3 month minimum lease	2	\$520.000	\$1,040.00
TAG300010-000-US	RFID tag™ square (6,000/Box)	41	\$840.000	\$34,440.00
GAT313024-000-US	RFID gate 9100 Buried Cable (Wired) 2 Aisle	1	\$16,500.000	\$16,500.00
SHP000001-000-US	Shipping, Handling, and Administration Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal.	1	\$3,705.000	\$3,705.00
GAT313027-000-US	RFID gate 9100 Buried Cable (Wired) 5 Aisle	1	\$26,500.000	\$26,500.00
Total				\$83,225.00
(Less Sales Tax):				

Grand Total: \$83,225.00

Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.

Terms are NET 30 Days from Date of Invoice. Invoice is generated at the time of Shipment.

A copy of Tax Exemption Certificate is required with purchase order for all tax exempt customers.

Quotations are good for 60 days. All dates are based on ship dates. Order must ship within the 60 day window.

After 60 days, quotation expires. Contact Bibliotheca for a New Quotation.

Manager Approval: _____

Submit Purchase Order by fax to 1-877-689-2269 or by email to orders-us@bibliotheca.com.

Accepted By: _____

Accepted Date: _____

Customer Purchase Order Number: _____

Bibliotheca, LLC
 3169 Holcomb Bridge Road, NW, Suite 200,
 Norcross, GA 30071, USA

Phone No - 1-800 328 0067
 Fax No - 1-877 689 2269
www.bibliotheca.com



Quote Number: QUO-42612-G0X0, Rev: 0
 Quote Date: September 02, 2016
 Name: Jeffery Scott Allen
 Email: J.Allen@bibliotheca.com
 Telephone:

Quote To

Forsyth County Public Library (NC)
 Elizabeth Skinner
 660 W 5Th St.
 Winston-Salem, NC 27101-2755
 United States of America

Quote Details:

Main Library RFID- Phase 2

(336) 703-2665

Quote expires sixty (60) days from Quote Date above.

If applicable, the hardware and software includes 12-month warranty, set-up and configuration

Item ID	Item Type	Quantity	Sale Price	Sub Total
LEA000001-000-US	Tagging Cart Lease (3 Month Minimum Lease) 3 month minimum lease	2	\$520.000	\$1,040.00
STF316004-000-US	RFID Workstation (staff station)	12	\$2,480.000	\$29,760.00
SHP000001-000-US	Shipping, Handling, and Administration Shipping is estimated on one receiving location, unless otherwise noted, and on current rates and proposal.	1	\$3,300.000	\$3,300.00
SCK330003-000-US	selfCheck 420 Freestanding Standard in Black	4	\$10,904.000	\$43,616.00
Total (Less Sales Tax):				\$77,716.00

Grand Total: \$77,716.00

Additional Details

All prices including Service and Maintenance do not include any applicable sales tax. If tax exempt, please provide Tax Exempt Certificate.

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Bibliotheca, LLC
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 Norcross, GA 30071, USA

Phone No - 1-800 328 0067
 Fax No - 1-877 689 2269
www.bibliotheca.com