

Yavapai County Free Library District



Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

Date	January 27, 2026
Pre-Offer Conference and Time	None
Pre-Offer Conference Location	None
Due Date and Time	February 19, 2026 at 1:30 PM MST (local time)
Opening Location and Time	Public opening of the electronic proposals received will be held virtually immediately following the deadline. Participants may use the following Microsoft Teams meeting details to join: Join: https://teams.microsoft.com/meet/29673449891912?p=5BFXCR3BqGMgSZI245 Meeting ID: 296 734 498 919 12 Passcode: qz7L9Yn2 Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

In accordance with the Yavapai County Procurement Policy, pursuant to A.R.S. § 41-2534, competitive sealed Proposals for the materials or services specified, will be received by the County, on behalf of the Yavapai County Free Library District and the Yavapai Library Network, until the date and time cited. Proposals in response to this solicitation shall be submitted and received on or before the due date and time indicated above. All proposals must be written legibly in ink or typewritten. Additional instructions are provided herein for preparing a Proposal. **LATE PROPOSALS SHALL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission. It is the responsibility of the Offeror to routinely check for Solicitation Amendments. Additional instructions for preparing a proposal are provided herein.**

One (1) electronic proposal is required. Proposals in response to this solicitation shall be submitted electronically and received on or before the due date and time indicated above. Additional instructions for preparing a proposal are provided herein. The electronic proposal must be submitted within the Bonfire portal at <https://sunnypathassoc.bonfirehub.com/opportunities>. **Physical, faxed or emailed proposals are not acceptable.**

The County shall not be responsible for the pre-opening of, post-opening of, or failure to open a Proposal that is not properly submitted, properly marked and/or sent to the wrong address. The County reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the County and/or YCFLD.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

PROCUREMENT OFFICER:

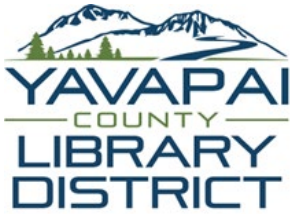
Corey Christians

Corey Christians
Director, Yavapai County Free Library District (YCFLD)

/s/ **Jayme Rust** Clerk of the Board of Supervisors
4TC.Pub. January 27, 28, 29, & 30, 2026.
2TI.Pub. January 31 & February 3, 2026.

All inquiries related to this RFP shall be in writing and submitted via the "Vendor Discussions" tab within the Bonfire portal no later than 3:00 PM on February 5, 2026.

All amendments and related solicitation documentation may be found on the County's website: yavapiaz.gov/bids



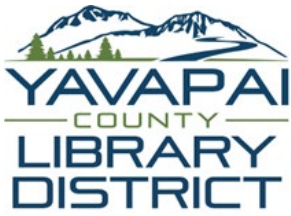
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Below are documents and citations referenced within this solicitation that are available at the following websites:

Arizona Revised Statutes (A.R.S.)

www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The State of Arizona Procurement Code outlined in the Arizona Administrative Code

https://apps.azsos.gov/public_services/Title_02/2-07.pdf

I.R.S W-9 Form (Request for Taxpayer I.D. Number)

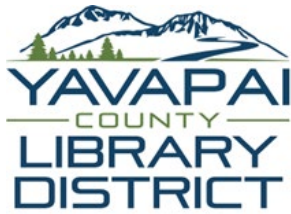
www.irs.gov/pub/irs-pdf/fw9.pdf

General Services Administration, Section 508 Guidelines

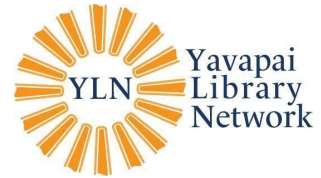
<http://www.section508.gov>

State of Arizona Accounting Manual – Travel Policy (SAAM)

<https://gao.az.gov/state-arizona-accounting-manual-saam>



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1. Purpose

- 1.1 The purpose of this RFP is to procure an integrated Automated Circulation Solutions to improve the efficiency of inventory tracking, materials handling, and logistics management for Yavapai County Free Library District, in accordance with A.R.S. § 41-2534 et seq. The solution should streamline operations, enhance accuracy, and reduce manual intervention while meeting the needs of the Yavapai Library Network.

2. Background

2.1 Yavapai County

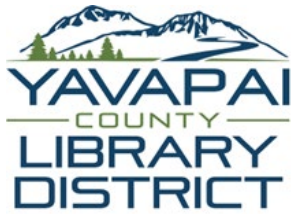
- 2.1.1 Yavapai County (the County) is one of the four original Arizona counties formed in September of 1864, one year after the Arizona Territory was established.
- 2.1.2 The bulk of the population and the labor force are located in the eight incorporated towns and cities which include Prescott, Prescott Valley, Chino Valley, Jerome, Clarkdale, Sedona, Cottonwood, and Camp Verde. The County's newest municipality is the Town of Dewey-Humboldt, which incorporated in 2004. The County seat is located in the City of Prescott with an annex of County offices in the town of Cottonwood in the Verde Valley.
- 2.1.3 The Yavapai County Procurement Policy establishes uniform policies and procedures for the procurement of necessary goods and services throughout the County. This policy also outlines the authority of the Board of Supervisors, and applicable delegation of authority thereof to elected officials, directors, and administrators. All references herein to procurement authority shall be in accordance with the Policy.

2.2 Yavapai County Free Library District

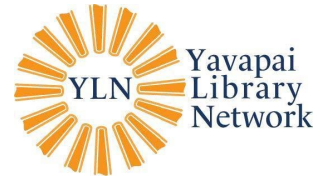
- 2.2.1 The Yavapai County Free Library District (YCFLD) provides full support services to 15 branch libraries, most in unincorporated communities. The YCFLD was established in 1987, as a Special Library District created by the Yavapai County Board of Supervisors.
- 2.2.2 The YCFLD also partially funds individual municipal libraries and funds most of the operations of the Yavapai Library Network (YLN), a consortium of 57 public, academic, school and special libraries across Yavapai County. The YCFLD coordinates the county-wide sharing of library materials among all YLN member libraries.
- 2.2.3 The YCFLD is the custodian of the YLN Reserve Fund, to which member libraries contribute on an annual basis.

2.3 Yavapai Library Network

- 2.3.1 The Yavapai Library Network (YLN) was first established in 1985 as a partnership between the Yavapai College Library and the Prescott Public Library. The YLN has expanded to 57 multi-type libraries including K-12, academic, public, private, and special libraries. The YLN is also home to six special collections.
- 2.3.2 The YLN leverages the power of interlibrary relationships and cooperation to provide unprecedented service and savings to the library patrons and taxpayers of Yavapai County. The YLN provides a multitude of services to its membership and patrons, ranging from technology support and training to library automation.



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- 2.3.3 A current list of the YLN libraries may be found online at: <https://www.yln.info>.
- 2.3.4 The YLN is a county-wide materials-sharing consortium of academic, public, school and special libraries. Twenty-three different governing authorities control these 57 libraries and serve a population of 253,595, as indicated by the State of Arizona Office of Economic Opportunity, <https://oeo.az.gov/population/estimates>.
- 2.3.5 The 23 public libraries are the YLN's largest users and house the bulk of its collection.
- 2.3.6 The YLN has a wide array of school libraries as members. The K-12 membership includes 14 elementary schools, five middle schools, and six public, charter, or private high school libraries. Three school library members serve all K-12 students in their school districts. In addition, two libraries are combination school/public libraries.
- 2.3.7 Three academic libraries are members of the YLN as well. These libraries boast state-of-the-art facilities and are open to the general public.
- 2.3.8 The YLN hosts six special collections, including those of local museums and archives, at no cost to those institutions. Special collection items do not circulate.
- 2.3.9 Administratively, the direction of the YLN is determined by the Network Steering Committee ("Committee"). The Committee is comprised of each member's library director or manager. The library directors or managers are appointed by the member's governing authority and operate and administrate their respective library services. The YCFLD funds the operation of the YLN. Capital expenditures are funded through the YLN membership.

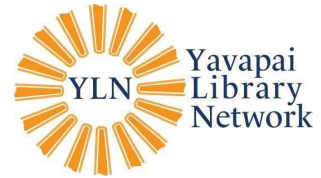
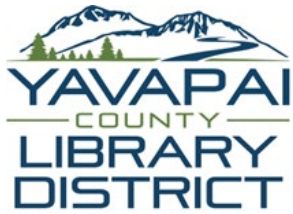
3. Objective

- 3.1 Implement a Radio Frequency Identification (RFID) solution for accurately tracking assets and inventory.
- 3.2 Deploy an Automated Materials Handling (AMH) system to automate material handling processes.
- 3.3 Ensure compatibility and integration with existing systems and equipment including but not limited to RFID security gates, mixed-component checkout stations, etc.
- 3.4 Provide training, support, and ongoing maintenance for the proposed system.

4. RFID System General Requirements

The proposed RFID system and all components must:

- 4.1 Be fully compatible with the Library's Integrated Library System (ILS) and other connected devices.
- 4.2 Meet ISO 9001 standards; the vendor must provide a valid certification.
- 4.3 Comply with SIP/SIP2 and NCIP (Z39.83, Parts 1 and 2) standards.
- 4.4 Function on wired or wireless TCP/IP networks at speeds of up to 1 Gbit/s (wired) and 50 Mbit/s (wireless).
- 4.5 Conform to ISO 28560 and ISO 18000-3 standards for RFID.
- 4.6 Include application-specific software that integrates all hardware components into the system.



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- 4.7 Provide performance statistics accessible via the library network, including data by year, month, day, and hour.
- 4.8 Provide web-based, OS-independent device management portal.
- 4.9 Allow library administrators to configure user access based on roles and permissions.
- 4.10 Be compliant with ADA guidelines and certified under UL, CE, and FCC regulations.
- 4.11 Offer ongoing collaboration with the Library's ILS vendor to address any functionality issues.

5. RFID Tags

The RFID tags must:

- 5.1 Be compatible with the EAS tagging system and AFI security model.
- 5.2 Support encryption; the vendor must disclose the encryption algorithm.
- 5.3 Be rewriteable, with full read/write functionality for the tag's lifecycle.
- 5.4 Meet ISO 15693-3:2019 standards for cross-vendor readability.
- 5.5 Include durable, adhesive-backed tags integrated with neutral pH adhesive.
- 5.6 Operate within a temperature range of -25°C to 70°C (-13°F to 158°F) and withstand over 100,000 read/write cycles.
- 5.7 Use an anticollision algorithm to read multiple tags simultaneously.
- 5.8 Store security status directly on the tag and trigger alarms when unauthorized items are detected.
- 5.9 Be available with volume discounts and options for erasing or deactivating tags for withdrawn materials.

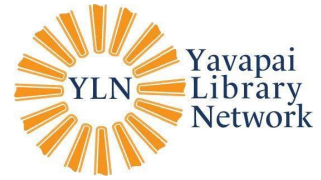
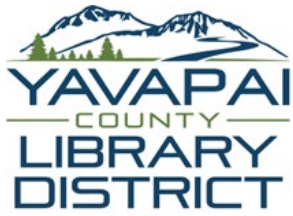
6. Conversion Stations

The proposed conversion stations must:

- 6.1 Require only a computer/laptop, barcode scanner, and RFID reader/antenna along with software, all of which can be mobile and operational in library stacks.
- 6.2 Function in standalone mode without requiring an interface with the ILS.
- 6.3 Handle varying barcode locations and orientations during processing.
- 6.4 Automatically interrupt operations if barcodes are not fully scanned.
- 6.5 Convert items using a list when optical barcodes are unavailable or unreliable.
- 6.6 Report program completion or activity levels, including hourly and daily totals.
- 6.7 Provide visual and audible feedback when a tag is successfully programmed.
- 6.8 Maintain a log file of all converted items by date and item ID.

7. Circulation Staff Workstations

The proposed system must:



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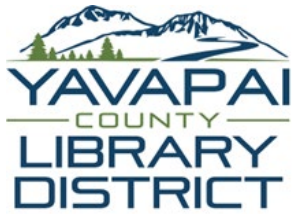
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- 7.1 Include shielded RFID pads to prevent interference.
- 7.2 Enable charge and discharge of library materials.
- 7.3 Be compatible with standard library circulation desk computers, barcode scanners, and receipt printers.
- 7.4 Allow mounting options for the RFID pad, including in, on, or under the circulation desk work surface.
- 7.5 Process both RFID tags and barcodes in the same transaction.
- 7.6 Simultaneously process multiple RFID-tagged items during check-in and check-out operations.
- 7.7 Provide a displayed count of items processed during simultaneous transactions.
- 7.8 Use an anticollision algorithm to identify multiple tags up to 12 inches high.
- 7.9 Allow reading, programming, reprogramming, and deleting of RFID tags.
- 7.10 Avoid requiring mouse activations for standard item processing (exceptions for configuration changes or error handling).
- 7.11 Offer hold notification messages and print hold slips during check-in operations.
- 7.12 Integrate with ILS configurations to ensure secure operation during discharge and seamless command processing.
- 7.13 Provide configurable item identifier parameters to prevent programming errors for partially scanned barcodes.

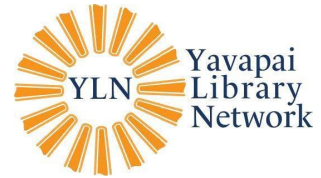
8. Self-Check Equipment and RFID Readers

The proposed self-check equipment and RFID readers must:

- 8.1 Be fully compatible with Koha and other major ILS systems, ensuring seamless data communication for check-in and check-out transactions.
- 8.2 Inform patrons of system readiness through visual and audible cues and provide clear error messages or rejection notifications.
- 8.3 Offer intuitive help screens or instructions to guide patrons through the system's check-in and check-out processes.
- 8.4 Support multilingual functionality with a comprehensive library of languages to meet current and anticipated community needs.
- 8.5 Allow patron choice between paper receipts, email notifications, text messages, or no receipts; with customizable receipt templates for individual library branding.
- 8.6 Display patron-specific account information, such as items checked out, items on hold, and outstanding fines, while maintaining data privacy.
- 8.7 Provide dual-function capability to process both RFID tags and barcodes within the same transaction, ensuring operational flexibility.



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- 8.8 Use anticollision algorithms to process multiple RFID-tagged items simultaneously, with a minimum reading range of 12 inches.
- 8.9 Include a web-based remote monitoring and diagnostic system for centralized management of all self-check units, with features such as configuration changes and status updates.
- 8.10 Adhere to ADA guidelines by providing a user-friendly interface with large touch screens, high-contrast modes, and adjustable font sizes.
- 8.11 Be adaptable for installation in multiple formats, including stand-alone kiosks, tabletop units, or built-in circulation desk configurations.
- 8.12 Incorporate customizable screen options for staff and patrons, allowing libraries to adjust messaging, appearance, and operational features without vendor assistance.
- 8.13 Allow offline operation by maintaining security functionality during network outages and storing transaction data for later synchronization.
- 8.14 Include optional web-based reporting and statistics generation for tracking usage patterns, error rates, and performance metrics.
- 8.15 Provide options for lease or purchase agreements to accommodate library budgetary constraints.
- 8.16 Be compatible with third-party equipment, such as touch screens, receipt printers, and barcode scanners, with a clear list of supported models.

9. Fines/Fees Option

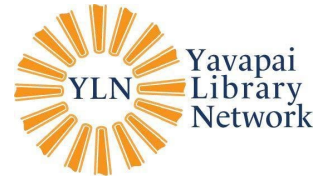
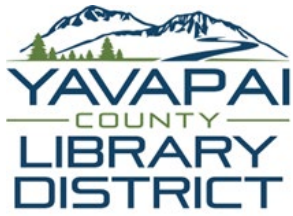
The proposed system must:

- 9.1 Be compatible with third-party payment options such as Certified Payments, PayPal, Comprise, Apple Pay, or Google Pay.
- 9.2 Offer an optional integrated fines and fees payment system.
- 9.3 Allow for minimum, partial, or full payment of fines or fees determined by the library.
- 9.4 Support cash, credit, and debit card payment methods with receipts generated from the self-check receipt printer.
- 9.5 Include high-capacity coin changers and bill recyclers capable of providing change when cash exceeds outstanding fees.
- 9.6 Offer a seamless user interface integrated into the self-check process, providing both visual and audible feedback.

10. Security Gates

The proposed security gates must:

- 10.1 Be shielded from external interference from structural materials, light fixtures, Wi-Fi, and cellular signals.
- 10.2 Include bidirectional patron counters and adjustable audible alarms.



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- 10.3 Trigger alarms for items with theft or security status marked as "on."
- 10.4 Function during offline or network-disrupted scenarios to maintain item security.
- 10.5 Be CSA, UL, and FCC-certified, with a secure on/off switch for staff use.
- 10.6 Provide granular patron count data and alarm logs accessible via a web-based application.
- 10.7 Be configurable by authorized staff for tuning and alarm management without requiring vendor intervention.
- 10.8 Offer wireless or single-data-connection network options.

11. Dispensing Devices

The proposed dispensing devices must:

- 11.1 Include options for materials dispensing equipment such as lockers, shelves, or vending-style units.
- 11.2 Be weatherproofed for outdoor use, with staff access for loading and reloading materials.
- 11.3 Operate seamlessly for patrons without borrowing restrictions and notify patrons of issues due to borrowing blocks.
- 11.4 Function within an optimal temperature range specified by the vendor.
- 11.5 Include network capabilities for onsite and offsite operations.
- 11.6 Provide staff-configurable interfaces and status updates via a centralized system.
- 11.7 Allow integration with third-party dispensing equipment or offer proprietary solutions for future expansion.

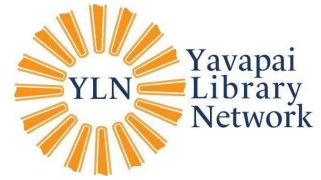
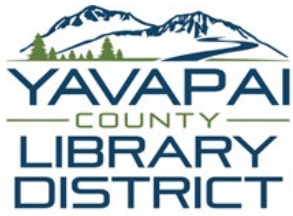
12. Portable Handheld Readers/Inventory Wands

The proposed portable handheld readers must:

- 12.1 Support barcode scanning in addition to RFID for non-tagged items.
- 12.2 Perform shelf reading, inventory, weeding, and locating misplaced items.
- 12.3 Be sensitive enough to identify items out of place by as little as six inches.
- 12.4 Upload data to the Library's ILS in customizable formats.
- 12.5 Include search capabilities for user-defined criteria and display results on the device.
- 12.6 Operate on a single charge for at least eight hours, with replaceable and rechargeable batteries.
- 12.7 Use anticollision algorithms to read multiple tags simultaneously.
- 12.8 Provide audible tones and visual indicators to confirm item identification.
- 12.9 Include optional USB connectivity for direct workstation integration.
- 12.10 Allow security bits on RFID tags to be toggled on or off.

13. Automated Materials Handling (AMH)

The proposed Automated Materials Handling (AMH) system must:



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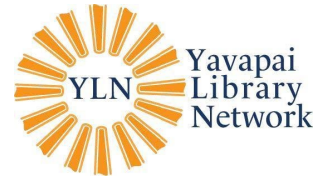
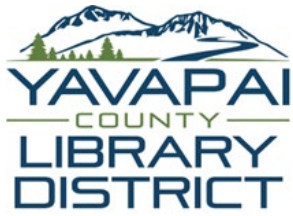
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- 13.1 Be compatible with all major ILS systems, including Koha, and allow seamless integration without additional software requirements.
- 13.2 Use anticollision algorithms to enable simultaneous identification and processing of multiple RFID tags.
- 13.3 Include an intuitive web-based interface for remote monitoring, diagnostics, configuration, and troubleshooting from any location within the library network.
- 13.4 Provide detailed operational statistics, including check-in rates, sorting efficiency, and equipment usage metrics.
- 13.5 Accommodate modular configurations ranging from 1 to 21 sorting bins, allowing for future expansion without requiring a complete system overhaul.
- 13.6 Include customizable "Hold Slip" printing options, such as immediate printing for returned hold items or batch printing for convenience.
- 13.7 Allow staff to switch between multiple sorting profiles without requiring vendor support, ensuring flexibility for various workflows.
- 13.8 Feature robust mechanisms to handle items exceeding processing speed, including default bins for overflow or temporary holding solutions.
- 13.9 Provide detailed specifications for all equipment, including dimensions, space requirements, and weight distribution to aid in facility planning.
- 13.10 Incorporate mechanisms to prevent jams, such as sensors to detect obstructions, and provide immediate alerts for staff intervention.
- 13.11 Offer modular conveyor systems capable of vertical or inclined transport with minimal throughput impact.
- 13.12 Include ergonomic features for staff convenience, such as height-adjustable bins or floating trays to reduce physical strain during operation.
- 13.13 Support a secure mechanism for trapping hold items during check-in without triggering immediate patron notifications, based on library preferences.
- 13.14 Provide environmental recommendations, including HVAC and dust control requirements, to maintain optimal operating conditions.
- 13.15 Include options for exterior-mounted return ports with security features to prevent unauthorized material deposits and malicious interference.

14. Technical and Network Features

The proposed system must:

- 14.1 Include remote control features for testing, configuring, and managing sorting equipment.
- 14.2 Allow YLN staff to perform network-related tasks such as system testing and configuration.
- 14.3 Be compatible with YLN's current network standards, including protocols, firewalls, and wireless configurations.



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- 14.4 Use secure network interfaces such as Ethernet or wireless connections for seamless integration.

15. Sorting Methods and Bins

The proposed sorting system must:

- 15.1 Query the ILS for sorting details, including bibliographic and item-level information.
- 15.2 Use reliable mechanisms such as sweep arms or tilting conveyors to sort items into bins.
- 15.3 Offer ergonomic designs, such as height-adjustable or floating tray bins, to minimize staff strain.
- 15.4 Provide alerts for full or unavailable bins and allow easy re-sorting of defaulted items.
- 15.5 Be configurable to switch between sorting programs based on library hours or other parameters.

16. Propulsion, Controls, and Operation

The proposed system must:

- 16.1 Use reliable power transmission methods such as electric motors or hydraulic systems.
- 16.2 Provide safety features, including emergency shutoffs and protection against jams.
- 16.3 Support vertical or inclined material transport with specified throughput rates.
- 16.4 Operate within acceptable noise levels, with details provided for different configurations.
- 16.5 Include HVAC and dust control recommendations for maintaining optimal operational conditions.

17. Processing Rates, Overrides, Safety, and Security

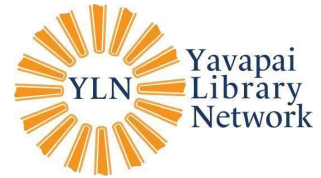
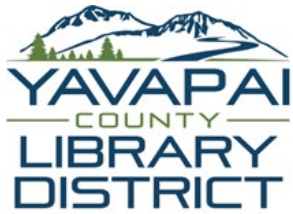
The proposed system must:

- 17.1 Provide conveyor speeds, hourly sorting rates, and staff induction station capacities.
- 17.2 Accommodate materials that exceed sorting capacity using default bins or temporary holds.
- 17.3 Include mechanisms to prevent misuse of exterior-mounted returns, such as requiring patron authentication for access.
- 17.4 Incorporate staff and patron safety measures, including protections against ties or fingers getting caught.

18. RFID Software and Applications

The proposed software must:

- 18.1 Be preinstalled and compatible with YLN's ILS (Koha) and third-party hardware.
- 18.2 Include modules for programming, managing, and securing RFID tags.
- 18.3 Provide secure data storage, encryption, and compliance with privacy regulations such as GDPR.
- 18.4 Offer web-based or client-installed options, with minimal downtime for updates or upgrades.
- 18.5 Include detailed hardware and network requirements for integration with library systems.



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19. Backward Compatibility

The proposed system must:

- 19.1 Be compatible with existing RFID equipment and ILS infrastructure where possible.
- 19.2 Clearly specify required modifications for legacy equipment to operate with the new system.
- 19.3 Provide recommendations for retaining, replacing, or upgrading current hardware and software.

20. Statistics and Reports

The proposed system must:

- 20.1 Allow end users to generate reports, including exporting data in Excel and PDF formats.
- 20.2 Retain statistics for a configurable duration, as determined by the library.
- 20.3 Provide standard reports such as:
 - 20.3.1 Item-level self-check transactions by day and hour.
 - 20.3.2 Total item counts across devices.
 - 20.3.3 Patron-level transactions by day and hour.
 - 20.3.4 Sorting bin counts and item types.
 - 20.3.5 Security gate alarm reports.
 - 20.3.6 Fine and fee transaction details.
- 20.4 Enable custom report creation with varying skill levels and provide examples of available standard reports.
- 20.5 Allow archiving and invoking custom reports for future use.

21. Hardware Status Reporting Feature

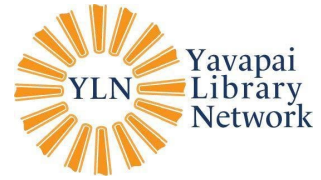
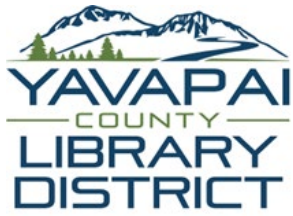
The proposed system must:

- 21.1 Include real-time monitoring for multiple self-check devices across single or multiple locations.
- 21.2 Allow for future addition of devices to the monitoring network.
- 21.3 Provide a web-based dashboard that communicates performance changes intuitively and in real time.
- 21.4 Validate connections with other library-networked devices through server-based monitoring.

22. Installation, Services, and Support

22.1 Installation

- 22.1.1 Include a summary implementation plan with delivery, setup, testing, and operational readiness details.
- 22.1.2 Specify vendor and library responsibilities for installation, including server and client software requirements.



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22.1.3 Minimize disruption by coordinating installation schedules with library staff.

22.1.4 Provide vendor consultation on hardware placement, accounting for power, ventilation, and network needs.

22.2 Support

22.2.1 Offer unlimited interaction with vendor sales and technical staff during installation and post-implementation.

22.2.2 Provide responsive service technicians equipped with necessary parts to minimize downtime.

22.2.3 Detailed service level agreements (SLAs) for response times and support procedures.

23. Training and Documentation

The proposed system must:

23.1 Include introductory on-site training during installation and follow-up training at agreed-upon intervals.

23.2 Provide comprehensive user manuals and training materials, available in electronic format with unlimited distribution.

23.3 Offer documentation updated regularly and available in electronic form.

23.4 Ensure training materials enable library staff to educate patrons on using the RFID system.

24. Ongoing Product Development

The vendor must:

24.1 Maintain a product enhancement program with regular updates and new feature releases.

24.2 Provide software patches and service packs as part of the maintenance program.

24.3 Incorporate customer feedback into product development through user groups or similar mechanisms.

24.4 Allow the library to participate in user groups for feature suggestions and collaboration.

25. Maintenance and Support

The proposed system must:

25.1 Specify typical response times for support, including procedures for after-hours assistance.

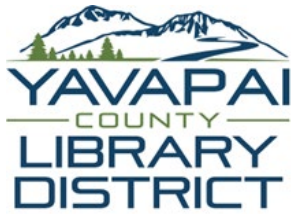
25.2 Provide itemized quotes and invoices that differentiate between labor costs and travel costs for repairs and maintenance.

25.3 Detail the nearest location of technicians or third-party contractors and average travel times to Yavapai County, Arizona.

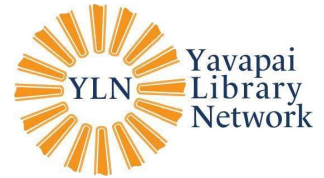
25.4 Provide spare part packages for library storage, with pricing details included.

25.5 Detail the nearest spare part source and average delivery times to Yavapai County, Arizona.

25.6 Include training for library staff to perform basic repairs safely and effectively.



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Scope of Work

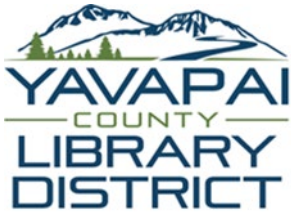
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- 25.7 Offer a method for recording and addressing bug reports or enhancement requests.
- 25.8 Clearly state the support timeline for older equipment models after new versions are released.
- 25.9 Include a sample Service Level Agreement (SLA) covering RFID and AMH equipment.

26. Projected RFP Schedule

Below are the anticipated activities and dates related to this RFP. Note these are tentative and subject to change to meet the needs of the County, YCFLD, YLN and/or the evaluation committee.

Activity	Date (Tentative)
26.1 Release of RFP	January 27, 2026
26.2 Pre-Offer Conference	None scheduled.
26.3 Questions Due via "Vendor Discussions" in Bonfire	No later than 3:00 PM on February 5, 2026
26.4 Due Date and Time for Proposals	No later than 1:30 PM on February 19, 2026
26.5 Short Listed Firms – Mandatory Demonstrations	March 5, 2026
26.6 Best and Final Offer, if applicable	March 2026
26.7 Yavapai County Free Library District Board of Supervisors / Yavapai County Board of Supervisors – Contract Award	March / April 2026



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1. Authority

- 1.1 This solicitation as well as any resulting contract is issued under the authority of the Board of Directors for the Yavapai County Free Library District. No alteration or any resulting contract may be made without the express written approval of the YCFLD in the form of an official contract amendment signed by both parties. Any attempt to alter any contract without such approval is a violation of the contract, corresponding Yavapai County Procurement Rules, and applicable law. Any such action is subject to legal and contractual remedies available to the YCFLD inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 1.2 Any changes, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials that are unauthorized by written contract amendment(s) shall be void and without effect, and the Contractor shall not be entitled to any claim based on any unauthorized changes.

2. Contract Type

- 2.1 Fixed Price. "Fixed Price" shall mean the single total price in the bid submitted by Contractor / Bidder, for which Contractor / Bidder, upon successful Contract Award, would be obligated to complete all of the work covered by the resulting Contract and its attachments.

3. Term of Contract

- 3.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page, duly signed by the authorized representative of both parties, and that has been approved by the YCFLD Board of Directors and/or the Yavapai County Board of Supervisors. This term shall remain in effect for three (3) years, unless terminated, cancelled, or amended as otherwise provided herein. The contract shall have an option to renew for up to two (2) additional one-year extensions, not to exceed a term of five (5) years in total.

4. Contract Award

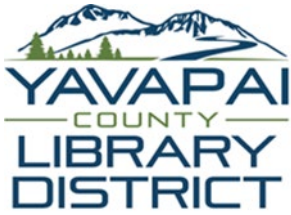
- 4.1 The award of a Contract shall be in accordance with the Yavapai County Procurement Policy and Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the YCFLD is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the YCFLD inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

5. Additional Agreements

- 5.1 An additional agreement(s), sales order, order form or related shall not supersede the Contract Order of Precedence outlined in the Uniform Terms and Conditions, unless mutually agreed in writing through Best and Final Offer and Contract Award or subsequent Contract Amendment. Otherwise, all other additional agreements shall be without force.

6. Member Agreements

- 6.1 Some members may request the addition of specific requirements that would apply to products and services purchased under an awarded contract. These additional requirements shall be addressed through the use of an additional member agreement. In any agreement between the Contractor and a member based on this contract, the terms and conditions of this contract shall prevail. Contractor and member must agree to all provisions in any additional agreements. If agreement requirements result in additional costs to the Contractor, the Contractor shall be entitled to direct reimbursement for these costs, in addition and separately to approved contract pricing.



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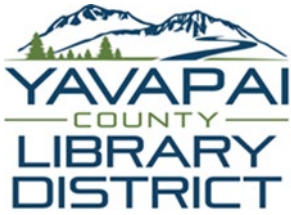
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7. Pricing and Costs

- 7.1 Initial Contract Term. Prices shall be firm for the initial term of the contract. Prices as stated must be complete for the requested items and shall include all associated costs.
- 7.2 Price Adjustment. The YCFLD may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The YCFLD shall determine whether the requested price increase or an alternate option is in the best interest of the YCFLD. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 7.3 Extraordinary Cost Increases. Extraordinary cost increases in excess of those permitted in this Section, such as cost increases related to raw materials used in production of Contractor's products and services, may be permitted provided Contractor shows evidence of Contractor's cost increases. One such increase is allowable in a 12-month period. Add-ons of additional products, services, licenses, or the expansion of any existing products, services or licenses will be quoted at additional charges and may increase the cost of annual maintenance. Fixed maintenance costs are limited to Contractor software and do not include third party fees. Products and/or services added on will have the same maintenance increase limitations of items placed under maintenance at the time of System Go-Live and such add-ons shall not be cancelled during the balance of the term remaining of the Contract.
- 7.4 Maintenance Cost. Maintenance costs shall begin after the expiration of the Warranty Period following System Go-Live. Cost increases to maintenance may not increase by an annual percentage rate greater than the lesser of these two following options:
 - 7.4.1 Three percent (3%) per year.
 - 7.4.2 The Consumer Price Index increase for the Western Region of the United States for the most recent 12-month period.
- 7.5 Annual Maintenance Audit. The YCFLD shall be given the opportunity to audit all items currently under maintenance with Contractor on an annual basis. The YCFLD's Annual Maintenance Audit shall be sent 90 days before the Annual Maintenance Invoice is due. A summary of all products under maintenance shall be provided with the following information on each line item:
 - 7.5.1 The name of the item currently covered under maintenance
 - 7.5.2 The date the item was placed under maintenance
 - 7.5.3 The date maintenance will expire, if applicable
 - 7.5.4 The amount of maintenance for the upcoming maintenance year; and
 - 7.5.5 The amount of maintenance for the current maintenance year.
 - 7.5.6 Once YCFLD staff has verified the validity of all items under maintenance, the maintenance audit will be signed by a YCFLD representative either electronically or in writing. Once the Annual Maintenance Audit is received by Contractor the YCFLD can be invoiced for annual maintenance.

8. Non-Exclusive Contract

- 8.1 Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the YCFLD. The YCFLD reserves the rights to obtain like goods or services from other sources.



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9. Authorization for Services

- 9.1 The Contractor shall not perform any work pursuant to this Contract without the specific prior agreement of the designated representative of the YCFLD. No claim for services or products provided by the Contractor not specifically provided for in this Contract, or not specifically agreed to in advance will be honored by the YCFLD.
- 9.2 Authorization for the purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The YCFLD shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless:
 - 9.2.1 the Purchase Order is changed or modified with an official Change Order; and/or
 - 9.2.2 an additional Purchase Order is issued for purchase of materials or services under this Contract.

10. Change Order

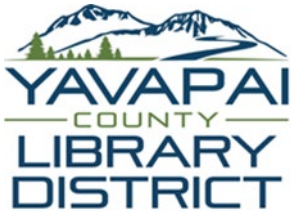
- 10.1 YCFLD may wish or need to request changes to the Specification, and Contractor may request changes to the Specifications in writing to the Procurement Officer or their designee. Firm shall provide a price estimate if applicable for review. No change(s) that materially impact cost, functionality, scope of work, or payment schedules shall be made without written approval from the YCFLD in the form of a Contract Amendment for the approved Change Order.
- 10.2 Contractor shall not be entitled to recover for any work or services performed outside the express scope of this Contract without a Contract Amendment fully executed by both parties. Contractor shall bear the costs of any change warranted or required due to errors, software bugs, or other defects in the Software or the RFID/ AMH as installed by Contractor.

11. Itemized Quote Requirements

- 11.1 The Vendor shall provide fully itemized quotes and invoices for all products and services. At a minimum, all invoices related to installation, maintenance, warranty services, and post-warranty support shall clearly and separately identify:
 - 11.1.1 Labor costs (including hourly rates and total labor hours);
 - 11.1.2 Travel-related costs (including mileage, airfare, lodging, meals, and per diem, if applicable);
 - 11.1.3 Parts or replacement components; and
 - 11.1.4 Any other reimbursable expenses.
- 11.2 YCFLD, YLN, and participating libraries shall not be responsible for paying any costs not expressly itemized and authorized in advance.

12. Travel Expenses

- 12.1 Travel costs associated with this contract shall be in accordance with the State of Arizona Accounting Manual, Topic 50, Section 95: Maximum Mileage, Lodging, Meal, Parking and Incidental Expense Reimbursement Rates. This applies to any repairs, maintenance, or support services, which shall be reasonable, customary, and directly related to the services performed. The Vendor shall identify any travel charges separately from labor charges. No markup shall be applied to travel expenses.



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- 12.2 YCFLD, YLN, and participating libraries reserve the right to request supporting documentation reasonably necessary to verify pricing, discounts, labor rates, and travel expenses invoiced under the contract.

13. Invoicing

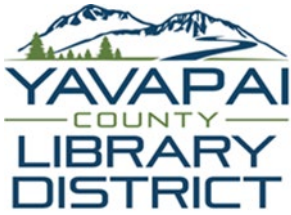
- 13.1 All invoices shall reference this Solicitation number. All invoices submitted must contain the following information at minimum:
- 13.1.1 Service or software name.
 - 13.1.2 Description of services billed with corresponding dates.
 - 13.1.3 Sequential Invoice Number.
 - 13.1.4 Amount of Invoice.
- 13.2 Invoices must be remitted to the following address:
- Yavapai Library Network
c/o Yavapai County Free Library District
ATTN: Library Director
1971 Commerce Center Circle, Suite D
Prescott, AZ 86301 -7839

14. Payment Procedures

- 14.1 Contractor Payment.
- 14.1.1 The YCFLD will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction. The Contractor shall review and ensure that the invoices for services provided show the correct Contractor name prior to sending them for payment.
 - 14.1.2 If the Contractor Name and FEI Number change, the Contractor shall provide a formal request for an Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The YCFLD shall indicate consent on the form. A written Contract Amendment shall be signed by both parties and a new W-9 form shall be submitted by the new Contractor prior to any payments being made to the new Contractor.
- 14.2 Method of Payment.
- Such amount shall be paid to Contractor in accordance with the Payment Schedule below. All payments shall be paid to Contractor upon receipt by the YCFLD of properly documented invoices on the condition that Contractor has performed the Event.

15. Service Provider Locations

- 15.1 Vendor shall provide a list of the primary and any secondary locations of technicians or approved third-party contractors who will provide any services under the contract. This listing shall include:
- 15.1.1 City and state of each technician or contractor location;
 - 15.1.2 Whether services are provided by direct employees or third-party subcontractors; and
 - 15.1.3 Average and maximum estimated travel times to Yavapai County, Arizona.



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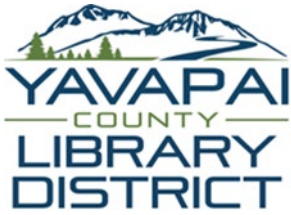
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16. Service Continuity

- 16.1 Vendor shall ensure adequate geographic coverage to meet response time and service-level expectations throughout the life of the contract. Any material changes to technician locations or service delivery models shall be disclosed to YCFLD and YLN in writing.

17. Insurance

- 17.1 Contractor agrees to maintain such insurance as will fully protect Contractor and the YCFLD from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Contract, either by Contractor, its employees, or by anyone directly or indirectly engaged or employed by Contractor. Contractor agrees to maintain such automobile liability insurance as will fully protect Contractor and the YCFLD for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Contractor or its employees, while providing services to the YCFLD. Policy shall contain a waiver of subrogation against the YCFLD and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. Contractor will be required to provide proof of and maintain the following coverages and YCFLD shall be named as an additional insured party in the Certificate of Insurance that includes:
- 17.1.1 Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate coverage;
 - 17.1.2 Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance as required by law.
 - 17.1.3 Commercial Umbrella Insurance with limits not less than \$2,000,000 for each occurrence and \$4,000,000 General Aggregate.
 - 17.1.4 Technology Errors and Omissions Insurance not less than \$5,000,000 per occurrence and \$5,000,000 aggregate coverage.
 - 17.1.4.1 Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
 - 17.1.4.2 In the event that the Tech E & O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
 - 17.1.5 Network Security (Cyber) and Privacy Liability not less than \$5,000,000 per occurrence and \$5,000,000 aggregate coverage.



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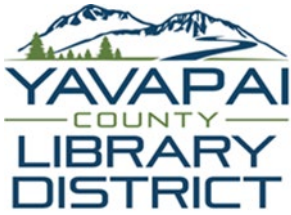
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- 17.1.5.1 Such insurance shall include but not be limited to coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs – includes breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.
- 17.1.5.2 In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 17.2 The form of any insurance policies and forms must be acceptable to the YCFLD. The YCFLD reserves the right to terminate any contract if the Contractor fails to maintain such coverage.
- 17.3 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 17.4 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The YCFLD in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

18. Warranties

- 18.1 **Conformity to Requirements.** Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by YCFLD. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until YCFLD's acceptance.
- 18.2 **Contractor Personnel.** Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to YCFLD's authorized representatives upon request.



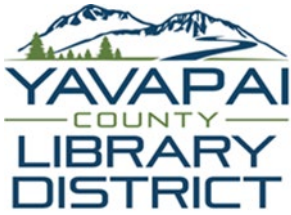
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- 18.3 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.
- 18.4 Licenses and Permits. Contractor warrants that it will maintain all licenses required and all required permits valid and in force. It shall be the obligation of the Contractor to apply for, pay for, and obtain all government permits and/or licenses required, including any required third-party software licenses for all hardware and software provided by the Contractor.
- 18.5 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under Assignment and Delegation that expressly recognizes the event.
- 18.6 Performance in Public Health Emergency. Contractor warrants that it will:
- 18.6.1 have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
 - 18.6.2 provide a copy of its current plan to the YCFLD within 3 (three) business days after YCFLD's written request. If Contractor claims relief under Force Majeure for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence or mitigate those effects to the extent that overcoming entirely is not practicable.
- 18.7 For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
- 18.8 Survival of Warranties. All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.
- 18.9 Information Technology Warranty
- 18.9.1 Specified Design. Where the Scope of Work for information technology Work provides a detailed design specification or sets out specific performance requirements, Contractor warrants that the Work will provide all functionality material to the intended use stated in the Contract, provided that, the foregoing warranty does not extend to any portions of the Materials that are:
 - 18.9.1.1 modified or altered by anyone not authorized by Contractor to do so;
 - 18.9.1.2 maintained in a way inconsistent to any applicable manufacturer recommendations; or
 - 18.9.1.3 operated in a manner not within its intended use or environment.
 - 18.9.2 COTS Software. With respect to Materials provided under the Contract that are commercial-off-the-shelf (COTS) software, Contractor warrants that:



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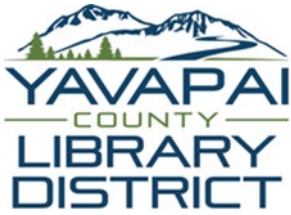
- 18.9.2.1 to the extent possible, it will test the software before delivery using commercially available virus detection software conforming to current industry standards;
- 18.9.2.2 the COTS software will, to the best of its knowledge, at the time of delivery be free of viruses, backdoors, worms, spyware, malware, and other malicious code that could hamper performance, collect unlawfully any personally identifiable information, or prevent products from performing as required by the Contract; and
- 18.9.2.3 it will provide a new or clean install of any COTS software that YCFLD has reason to believe contains harmful code.
- 18.9.3 Payment Has No Effect. The warranties in this paragraph are not affected by YLN's inspection, testing, or payment.
- 18.9.4 Specific Remedies. Unless expressly stated otherwise elsewhere in the Contract, YCFLD's remedy for breach of warranty under paragraph 14.8 includes, at YCFLD's discretion, re performance, repair, replacement, or refund of any amounts paid by YCFLD for the nonconforming Work, plus (in every case) Contractor's payment of YCFLD's additional, documented, and reasonable costs to procure materials or services equivalent in function, capability, and performance at that first called for. For clarification of intent, the foregoing obligations are limited by the limitation of liability in paragraph 14.7. If none of the foregoing options can reasonably be affected, or if the use of the materials by YCFLD is made impractical by the nonconformance, then State may seek any remedy available to it under law.

19. Lobbying

- 19.1 Contractor warrants that:
 - 19.1.1 it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
 - 19.1.2 upon award of the Contract, it will disclose all lobbying activities to YCFLD to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.
 - 19.1.3 Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
 - 19.1.4 Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.
- 19.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for YCFLD's benefit or on YCFLD's behalf.

20. General Provisions for Services

- 20.1 Additional Services. The YCFLD at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but YCFLD may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to YCFLD's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones. YCFLD shall not be responsible for payment for any



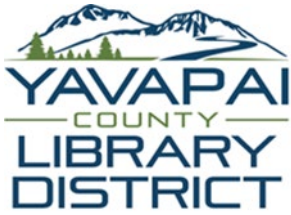
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- additional products, services, or service categories unless such additional products, services, or service categories are agreed to in advance by way of Contract Amendment signed by both parties.
- 20.2 Off-Contract Services. Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that YCFLD might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. YCFLD may, at its discretion, cancel any such Order without obligation. As used above, “off-contract service” refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and “excluded service” refers to any service expressly excluded from the scope of the Contract.
- 20.3 Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, YCFLD may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from YCFLD’s facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 20.4 Transitions. During commencement, Contractor shall attend transition meetings with any outgoing Contractors to coordinate and ease the transition so that the effect on YCFLD’s operations is kept to a minimum. YCFLD may elect to have outgoing Contractors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, YCFLD anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) Contractor and YCFLD to ensure as smooth and complete a transfer as is practicable. YCFLD’s representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming Contractor. As with the incoming transition, YCFLD may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 20.5 Accuracy of Work. Contractor is responsible for the accuracy of the Services and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by YCFLD will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.
- 20.6 Requirements at Services Location. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. YCFLD will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.



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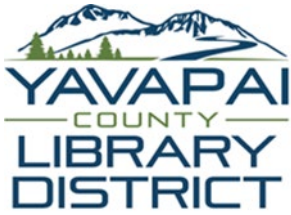
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- 20.7 Services Acceptance. YCFLD has the right to make acceptance of Services subject to acceptance criteria. YCFLD may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. YCFLD will not owe Contractor any payment for un-accepted Services; and YCFLD may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for YCFLD's rejection.
- 20.8 Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.
- 20.8.1 Contractor shall provide to YCFLD a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
- 20.8.2 YCFLD may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections YCFLD instructs and adopt YCFLD's recommendations so far as is commercially practicable, provided that YCFLD may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
- 20.8.3 Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

21. Data and Information Handling

- 21.1 Applicability. This section applies to the extent the Work includes handling of any (1) YCFLD's proprietary and sensitive data or (2) confidential or access-restricted information obtained from YCFLD or from others at YCFLD's behest.
- 21.2 Data Protection and Confidentiality of Information. Contractor warrants that it will establish and maintain procedures and controls acceptable to YCFLD for ensuring that YCFLD's proprietary and sensitive data is protected from unauthorized access and information obtained from YCFLD or others in performance of its contractual duties is not mishandled, misused, or inappropriately released or disclosed. For purposes of this paragraph, all data created by Contractor in any way related to the Contract, provided to Contractor by YCFLD, or prepared by others for YCFLD are proprietary to YCFLD, and all information by those same avenues is YCFLD's confidential information. To comply with the foregoing warrant:
- 21.2.1 Contractor shall: (a) notify YCFLD immediately of any unauthorized access or inappropriate disclosures, whether stemming from an external security breach, internal breach, system failure, or procedural lapse; (b) cooperate with YCFLD to identify the source or cause of and respond to each unauthorized access or inappropriate disclosure; and (c) notify YCFLD promptly of any security threat that could result in unauthorized access or inappropriate disclosures; and
- 21.2.2 Contractor shall not: (a) release any such data or allow it to be released or divulge any such information to anyone other than its employees or officers as needed for each person's individual performance of his or her duties under the Contract, unless YCFLD has agreed otherwise in advance and in writing; or (b) respond to any requests it receives from a third party for such data or information, and instead route all such requests to YCFLD's designated representative.



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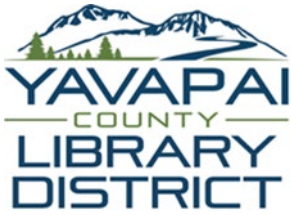
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- 21.3 Personally Identifiable Information. Contractor warrants that it will protect any personally identifiable information ("PII") belonging to YCFLD's employees' or other contractors or members of the general public that it receives from YCFLD or otherwise acquires in its performance under the Contract. For purposes of this paragraph:
- 21.3.1 PII has the meaning given in the [federal] Office of Management and Budget (OMB) Memorandum M-17-12 Preparing for and Responding to a Breach of Personally Identifiable Information", January 3, 2017; and
 - 21.3.2 "protect" means taking measures to safeguard personally identifiable information and prevent its breach that are functionally equivalent to those called for in that OMB memorandum and elaborated on in the [federal] General Services Administration (GSA) Directive CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information.
 - 21.3.3 NOTE (1): For convenience of reference only, the OMB memorandum is available at:
<https://dpcl.d.defense.gov/Privacy/Authorities-and-Guidance/>
 - 21.3.4 NOTE (2): For convenience of reference only, the GSA directive is available at:
<http://www.gsa.gov/portal/directive/d0/content/658222>
- 21.4 Protected Health Information. Contractor warrants that, to the extent performance under the Contract involves individually identifiable health information (referred to hereinafter as protected health information ("PHI") and electronic PHI ("ePHI") as defined in the Privacy Rule referred to below), it:
- 21.4.1 is familiar with and will comply with the applicable aspects of the following collective regulatory requirements regarding patient information privacy protection: (a) the "Privacy Rule" in CFR 45 Part 160 and Part 164 pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; (b) Arizona laws, rules, and regulations applicable to PHI/ePHI that are not preempted by CFR 45-160(B) or the Employee Retirement Income Security Act of 1974 ("ERISA") as amended; and (c) State of Arizona's s current and published PHI/ePHI privacy and security policies and procedures;
 - 21.4.2 will cooperate with YCFLD in the course of performing under the Contract so that both YCFLD and Contractor stay in compliance with the requirements in (1) above; and
 - 21.4.3 will sign any documents that are reasonably necessary to keep both YCFLD and Contractor in compliance with the requirements in (1) above, in particular "Business Associate Agreements" in accordance with the Privacy Rule.
 - 21.4.4 NOTE: For convenience of reference only, the Privacy Rule is available at:
<http://www.hhs.gov/hipaa/for-professionals/privacy/index.html>
- 21.5 Payment Card Industry Security Standards. Contractor warrants that, to the extent performance of the Contract involves payment cards and related security requirements, it shall adhere to the standards defined by the PCI Security Standards Council (PCI SSC).

22. Information Technology Work

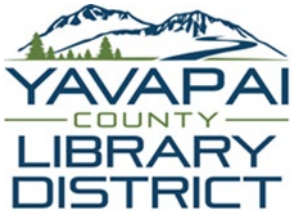
- 22.1 "Applicability", as defined In A.R.S. §41-3501(6) 6: "...computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, vendor support and related services, equipment and projects" if and to the extent that the Work is or includes Information Technology.



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- 22.2 "Acceptance" and "Accepted" shall mean that the YCFLD has acknowledged acceptance of a Deliverable in writing. Specific Deliverables shall be outlined in the Project Plan.
- 22.3 "Bug" and "defect" shall mean the failure of a software system to function properly or to meet agreed upon specifications. Bugs can be embodied within a program's technical design, logic, programming code, run time behavior, reports and information displays, user interface characteristics, functional capabilities, data manipulation or storage, features or absence of features, data integrity, execution speed, program flow, deployment configuration, data structures, user help, and documentation. Bugs that only manifest within a certain customer hardware or system software environment are considered defects only if that runtime environment falls within hardware specifications pursuant to this Contract or as indicated in the system documentation.
- 22.4 "Deliverable", "product" and "work product" shall mean a service, or a tangible or intangible thing of value, that is to be acquired by the YCFLD from Contractor or produced by Contractor under this Contract, including, but not limited to, software, training, consulting, installation services, maintenance services, technical assistance, recommendations, set up and startup support, discoveries, formulas, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, reports, designs, plans, diagrams, drawings, databases, documents, books, surveys, studies, technologies, equipment, supplies, devices, custom programming work, object code, source code, licenses to use intellectual property, options, software features, subscriptions, films, tapes, and disks.
- 22.5 "Extended evaluation period" shall mean the initial, non-optional and included at no extra cost, warranty period immediately following "Go- Live", during which the YCFLD will continue to evaluate the performance and acceptability of any software deliverables in actual production use, and during which the YCFLD may reject any deliverables and require that Contractor correct any uncovered defects, missing functionality, or other unsatisfied requirements. The duration of the extended evaluation period shall be 90 days. The duration of the extended evaluation period shall be automatically increased by the amount of time, if any, taken to correct and retest any defects that are uncovered during the extended evaluation period.
- 22.6 "Final acceptance" shall mean the acceptance of all Deliverables that are required to be provided under this Contract. The YCFLD shall explicitly notify Contractor in writing of acceptance or non-acceptance by the end of the extended evaluation period.
- 22.7 "Go-live" or "Go Live" or "Going Live" or "Live Data" shall mean that (1) Contractor has stated in writing that all requirements have been met, (2) the YCFLD has accepted all deliverables that are needed for full production deployment, (3) both parties agree that all hardware and software acquired herein is ready for production use, and (4) the Software is placed into operational use for normal daily business of public interaction, including, searching the public access catalogs, circulation, or placing of holds.
- 22.8 "Negligence", in addition to its traditional and standard definition, shall also mean failure to comply with the ISO 27001 security standard with respect to data security and data management practices.
- 22.9 "Performance Test Period" shall mean the 90-day period after Go Live that the YCFLD may test the RFID/ AMH on Hardware that meets Contractor specifications and/or Contractor-supplied remote Software Service to confirm the Software functions are in substantial accordance with the Specifications.



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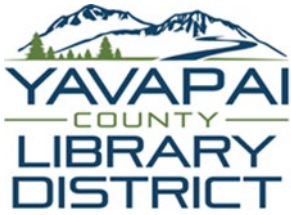
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- 22.10 "*Self-Help Code*" shall mean any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support; and Self-Help Code does not include software routines in a computer program, if any, solely designed to restrict usage to the number of users licensed herein or to optional features that haven't been licensed to the YCFLD.
- 22.11 "*Test Period*" shall mean the minimum thirty-day period prior to Go Live and after the Final Data Load that the YCFLD will test the Software on the Contractor-supplied or YCFLD-supplied Equipment to confirm the Software functions are in substantial accordance with the Specifications.
- 22.12 "*Unauthorized Code*" shall mean any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment, or data; or to perform any other such actions.
- 22.13 "*Warranty Period(s)*" shall mean the 90 days of warranty coverage starting after Go-Live.
- 22.14 "*Software*" shall mean the software in machine readable code form, all prior, current, and future versions, and all updates, enhancements, modifications, or revisions supplied by the Contractor during the Contract term, documentation, and all permitted copies of the foregoing.
- 22.15 "*Software Service*" shall mean software that is licensed on a subscription basis, delivered, and hosted remotely, provided as a service. Also known as SAAS (software as a service) or on-demand software.
- 22.16 "*Specifications*" shall mean the functional, technical, and other requirements and specifications set forth in the RFP. The term "specifications" does not include any future requests by the YCFLD for software enhancements.

23. Information Access

- 23.1 System Measures. Contractor shall employ appropriate system management and maintenance, fraud prevention and detection, and encryption application and tools to any systems or networks containing or transmitting YCFLD's proprietary data or confidential information.
- 23.2 Individual Measures. Contractor personnel shall comply with applicable YCFLD policies and procedures regarding data access, privacy, and security, including prohibitions on remote access and obtaining and maintaining access IDs and passwords. Contractor is responsible to YCFLD for ensuring that any YCFLD access IDs and passwords are used only by the person to whom they were issued. Contractor shall ensure that personnel are only provided the minimum only such level of access necessary to perform his or duties. Contractor shall on request provide a current register of the access IDs and passwords and corresponding access levels currently assigned to its personnel.
- 23.3 Access Control. Contractor is responsible to YCFLD for ensuring that hardware, software, data, information, and that has been provided by YCFLD or belongs to or is in the custody of YCFLD and is accessed or accessible by Contractor personnel is only used in connection with carrying out the Work, and is never commercially exploited in any manner whatsoever not expressly permitted under the Contract. YCFLD may restrict access by Contractor personnel, or instruct Contractor to restrict access their access, if in its determination the requirements of this subparagraph are not being met.

24. Pass-Through Indemnity



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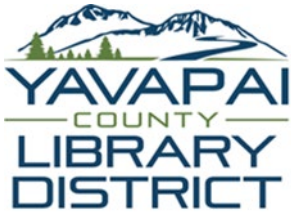
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- 24.1 Indemnity from Third Party. For computer hardware or software included in the Work as discrete units that were manufactured or developed solely by a third party, Contractor may satisfy its indemnification obligations under the Contract by, to the extent permissible by law, passing through to YCFLD such indemnity as it receives from the third-party source (each a "Pass-Through Indemnity") and cooperating with YCFLD in enforcing that indemnity. If the third party fails to honor its Pass-Through Indemnity, or if a Pass-Through Indemnity is insufficient to indemnify YCFLD Indemnitees to the extent and degree Contractor is required to do by the Uniform Terms and Conditions, then Contractor shall indemnify, defend and hold harmless YCFLD Indemnitees to the extent the Pass-Through Indemnity does not.
- 24.2 Notify of Claims. YCFLD shall notify Contractor promptly of any claim to which a Pass-Through Indemnity might apply. Contractor, with reasonable consultation from YCFLD, shall control of the defense of any action on any claim to which a Pass-Through Indemnity applies, including negotiations for settlement or compromise, provided that:
- 24.2.1 YCFLD reserves the right to elect to participate in the action at its own expense;
- 24.2.2 YCFLD reserves the right to approve or reject any settlement or compromise on reasonable grounds and if done so timely; and
- 24.2.3 YCFLD shall in any case cooperate in the defense and any related settlement negotiations.
- 24.3 Systems and Controls In consideration for YCFLD having agreed to permit Pass-Through Indemnities in lieu of direct indemnity, Contractor agrees to establish and keep in place systems and controls appropriate to ensure that YCFLD funds under this Contract are not knowingly used for the acquisition, operation, or maintenance of Materials or Services in violation of intellectual property laws or a third party's intellectual property rights.

25. Redress of Infringement

- 25.1 Replace, License or Modify. If Contractor becomes aware that any Materials or Services infringe, or are likely to be infringing on, any third party's intellectual property rights, then Contractor shall at its sole cost and expense and in consultation with YCFLD either:
- 25.1.1 replace any infringing items with non-infringing ones;
- 25.1.2 obtain for YCFLD the right to continue using the infringing items; or
- 25.1.3 modify the infringing item so that they become non-infringing, so long as they continue to function as specified following the modification.
- 25.2 Cancellation Option. In every case under 14.6.1, if none of those options can reasonably be accomplished, or if the continued use of the infringing items is impracticable, YCFLD may cancel the relevant Order or terminate the Contract and Contractor shall take back the infringing items. If YCFLD does cancel the Order or terminate the Contract, Contractor shall refund to YCFLD:
- 25.2.1 for any software created for YCFLD under the Contract, the amount YCFLD paid to Contractor for creating it;
- 25.2.2 for all other Materials, the net book value of the product provided according to generally accepted accounting principles; and
- 25.2.3 for Services, the amount paid by YCFLD or an amount equal to 12 (twelve) months of charges, whichever is less.



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- 25.3 EXCEPTIONS. Contractor will not be liable for any claim of infringement based solely on any of the following by a YCFLD Indemnitee:
- 25.3.1 modification or use of Materials other than as contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor;
 - 25.3.2 operation of Materials with any operating software other than that supplied by Contractor or authorized or proposed by a Contractor Indemnitor; or
 - 25.3.3 combination or use with other products in a manner not contemplated by the Contract or expressly authorized or proposed by a Contractor Indemnitor.

26. Mutual Waiver Of Consequential Damages

- 26.1 Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the Parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.

27. Section 508 Compliance

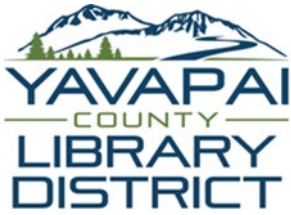
- 27.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28. Cloud Applications

- 28.1 A "cloud" solution that hosts YCFLD data outside of the YCFLD network or transmits and/or receives must employ a government-rated cloud compartment to better protect sensitive or regulated library network data. Contractor shall respond to all serious flaws discovered by providing an acceptable timeframe to resolve the issue and/or implement a compensating control. The YCFLD reserves the right to hire a third party to conduct penetration tests of the Contractor's application should a breach occur. Contractor will be alerted in advance and arrangements made for an agreeable time.
- 28.2 Contractor agrees to mitigate or install compensating controls for any issues of concern identified by YCFLD. Contractor is required to provide any requested documentation supporting the review of the assessment. The assessment shall be re-validated on a minimum annual basis.

29. Software Licensing

- 29.1 Software License. Contractor hereby grants to the YCFLD and the YCFLD hereby accepts a non-exclusive perpetual, paid-up, non-transferable, limited license to use the Software for all purposes identified in the Specifications and to use in accordance with the provisions of this Contract.
- 29.2 Right to Copy and/or Distribute. The YCFLD shall have the right to make a reasonable number of copies of the Software with the inclusion of all copyright notices, as are needed to support, solely for internal backup or archival purposes, and shall have the right to distribute and provide access to the Software to the agreed-upon number of users.



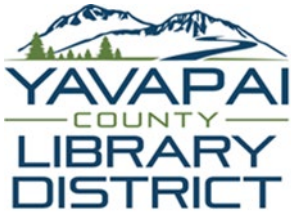
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- 29.3 Right to Transfer and Reinstallation. The YCFLD shall have the right to reinstall software or move software to different or additional computers, provided that the resulting total number of installations does not exceed any maximums that may be established pursuant to this Contract, and provided that the new computers meet technical specifications.
- 29.4 Right to Transfer of Server-based Software. The YCFLD may wish in the future to replace or upgrade the Equipment that operates the Software, to enhance its utility for the YCFLD. Contractor agrees to permit the transfer of the Software to different equipment purchased or leased by the YCFLD, provided that the YCFLD shall first obtain the consent of Contractor and the Software can be operated on the different equipment without modification. Such equipment shall become the only equipment licensed to use the Software, and the YCFLD shall certify that all copies of the Software on the system have been destroyed.
- 29.4.1 Contractor may not charge the YCFLD for any of the following if the Software can be operated on the new equipment without modification: licensing fees, port fees, user fees, operating system fees, database management fees, or any additional costs, except as they relate to the YCFLD's use of additional software capacities. These "additional software capacities" shall consist of additional user licenses, new Software modules, or new services from Contractor, not otherwise covered by Contractor's maintenance or other obligations under this Contract.
- 29.5 Documentation. Contractor grants to the YCFLD an irrevocable, paid-up, nonexclusive license to use, copy, modify, and distribute the Contractor-developed documentation to the YCFLD users of the Software.
- 29.6 Restrictions. The YCFLD agrees that it shall not itself, or through any affiliate, employee, consultant, Agreement or, agent or other third party reverse engineer, decompile, decipher, modify, translate, reverse assemble disassemble or otherwise attempt to derive the source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise (subject to the YCFLD's rights to Source Code) or remove any copyright, trademark or other proprietary notices from the Software. The YCFLD agrees not to use, copy, modify, sell, resell, host, rent, license, or sublicense, loan, lease, or otherwise transfer the Software or accompanying written materials, or any part thereof, except as expressly provided in this license, thereby respecting the confidential and trade secret nature of the Software.
- 29.6.1 Additionally, the YCFLD shall not allow access to, provide, divulge or make available the Software, Intellectual Property or Confidential Information of Contractor or its licensors to any user other than the YCFLD's employees, affiliated libraries, and independent contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of this Contract; provided however that the YCFLD may extend to library users, other libraries, and third party entities online data inquiry access to the Software module provided for that purpose (i.e. public access catalog). The YCFLD shall not write or develop any derivative software or any other software program based upon the Software, the Intellectual Property or Confidential Information of Contractor or its Licensors; modify, adapt, translate or otherwise make any changes to the Software of any part thereof; use the Software, the Intellectual Property or Confidential Information of Contractor or its licensors to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis; disclose or publish, without Contractor prior written consent, performance or capacity statistics or the result of any benchmark test performed on the Software; or otherwise use or copy the Software except as expressly permitted herein.



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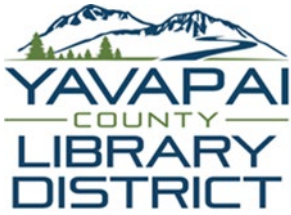
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- 29.7 No Ownership of Software. The YCFLD acknowledges that no title to or ownership of the Software or any modifications thereof is transferred to the YCFLD, and that the Software remains the proprietary property of Contractor or others from whom Contractor has attained distribution rights and is protected by federal copyright law. The YCFLD covenants to respect the confidential and trade secret nature of that Software, by restricting use and access as described herein.
- 29.8 Additional Licenses. The YCFLD may purchase additional licenses or otherwise expand the scope of such licenses granted upon YCFLD's payment of additional license fees, if applicable, for such expanded scope.
- 29.9 YCFLD Delivery of Services. Contractor understands that YCFLD may provide information processing, data management, inventory control, and other library-related services to other governing authorities and other entities. Contractor further understands that YCFLD or other users that are agencies of governing authorities and other entities may provide services to the public through Internet applications. Contractor agrees that software delivered hereunder may be used in the delivery of these services.
- 29.10 Verification of Delivery and Performance. The YCFLD shall have the right to verify Contractor delivery and the performance of the RFID/ AMH as outlined herein. Contractor will provide maintenance and support to ensure the RFID/ AMH performance shall be functional. The YCFLD shall have the right to test such performance and seek remedies in accordance with the provisions of the Contract.
- 29.11 Continuation of the Provision of Maintenance and Support. Following the Warranty Period, Contractor shall continue to provide support and maintenance to all RFID/AMH products delivered under this Contract, with all warranties, response times, and other provisions set forth in this Contract. Contractor will also provide to the YCFLD all error corrections, updates, modifications, or enhancements to the Software developed after the effective date of this Agreement which Contractor makes generally available to its customers as part of Support during the term of this Contract. Updates exclude new products for which Contractor generally charges a separate license fee.
- 29.12 Updates and Upgrades at No Additional Cost. From the time of first delivery through to the end of all warranty periods, Contractor shall supply at no additional cost any updated or upgraded releases of the software that encompassing improvements, extensions, maintenance updates, bug fixes, or other changes that are logical improvements or extensions of the original software supplied to the YCFLD. Such releases shall be licensed to the YCFLD pursuant to the terms and conditions of this Contract.
- 29.13 Root Cause Analysis. YCFLD may ask for a root cause analysis report detailing the cause of a system crash, failure, or other malfunction in which the system becomes unavailable to staff or unusable. Contractor shall have five (5) business days to provide the report.
- 29.14 Software Release Documentation. Each release shall be accompanied by updated user's manuals, system, and other documentation adequate to instruct users on the changes and to inform the YCFLD of the problems resolved, enhancements made, and any other significant differences in the new release.

30. Software Operating Condition

- 30.1 Contractor warrants that software shall be in good operating condition and shall conform in all material respects to the specifications.
- 30.2 YCFLD Obligation to Report Defects. The YCFLD agrees to promptly report any uncovered defects and to assist and cooperate with Contractor in identifying and replicating any bugs discovered during any warranty period.



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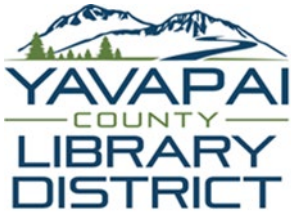
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- 30.3 Contractor Reliance on YCFLD-Provided Information. In identifying needs for bug fixes and other improvements, Contractor shall consider information supplied by other customers using the same software and also discoveries resulting from Contractor's own internal quality assurance testing and other routine activities. It is understood that Contractor may have to perform the services based in part on information furnished by the YCFLD and that the Contractor shall be entitled to rely on such information. Contractor is given notice that the YCFLD will be relying on the accuracy, competence and completeness of Contractor's services in utilizing the results of such services.
- 30.4 Contractor Obligation to Repair. Contractor shall be obligated to provide a repair and/or correction service at no additional cost to the YCFLD for any error, malfunction, or defect in software that, when used as delivered, fails to perform in accordance with specifications and that the YCFLD shall bring to Contractor's attention during any Acceptance Testing or Warranty Period.
- 30.5 Best Efforts. Contractor shall use its best efforts to make software corrections and updates and agrees to perform its services with that standard of care, skill and diligence normally provided by a professional organization in the performance of similar services.
- 30.6 Qualified Personnel. Contractor warrants that all work shall be performed by qualified personnel, and warrants that the recommendations, guidance and performance of any person assigned under this Contract shall be in accordance with sound technical practice and professional standards and the requirements of this Contract.
- 30.7 Disclosure of Defects. During the initial warranty period and any optional extended warranties, Contractor shall disclose all defects and software bugs that are known or become known and any detours or workarounds to the YCFLD, regardless of which customer reported the defects.

31. Software Compatibilities

- 31.1 Browser Compatibilities. Contractor warrants that all client software provided, third -party or otherwise, will operate on all supported versions of Microsoft, Mozilla, Google web browsers if provided software requires the use of a web browser and will continue to be compatible with supported browsers for the life of the Contract.
- 31.2 Client Operating System Compatibilities. Contractor warrants that all client software provided by Contractor, third-party or otherwise, as a result of this Contract will operate on all supported versions of Microsoft Windows if provided software requires the use of an operating system and will continue to be compatible with supported operating systems for the life of the Contract.
- 31.3 Server Operating System Compatibilities. Contractor warrants that all server software provided by Vendor, third-party or otherwise, as a result of this Contract will operate on all supported versions of the proposed offer, if provided software requires the use of an operating system and will continue to be compatible with supported operating systems for the life of the Contract.
- 31.4 Database Compatibilities. Contractor agrees that each maintenance release of software will be compatible with any affected existing databases for the then-current unaltered release of the software applicable to the computer system, or that Contractor will provide a migration program to automatically update the databases as necessary at no cost to the YCFLD.
- 31.5 Right to License. Contractor hereby warrants and represents to the YCFLD that Contractor is the owner of the software licensed hereunder or otherwise has the right to grant to the YCFLD the licensed rights to the software provided by Contractor through this Contract without violating any rights of any third party worldwide.



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32. No Surreptitious Code Warranty

- 32.1 Software Free of Viruses. Contractor warrants that the software, upon installation, shall not contain any computer virus and will not otherwise introduce any harmful or destructive code to YCFLD computers.
- 32.2 No Self-Help Code. Contractor warrants to the YCFLD that no software provided to the YCFLD contains or will contain any "Self-Help Code" or "Unauthorized Code" as defined below. Contractor further warrants that, unless and except as explicitly provided elsewhere in this Contract, Contractor will not introduce, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict the YCFLD's use of or access to any program, data , or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the software provided to the YCFLD under this Contract.
- 32.3 Surreptitious Code Indemnification. Contractor will defend the YCFLD against any claim and indemnify the YCFLD against any loss or expense arising out of any breach of the No Surreptitious Code Warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.
- 32.4 Survival of Rights and Obligations after Contract Expiration or Termination. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to
- 32.5 A.R.S. § 12-510, except as provided in A.R.S. § 12-529 , the YCFLD is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 32.6 The Contractor shall, in accordance with all terms and conditions of the Contract , fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the YCFLD, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract .



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1. Contract Interpretation

- 1.1 Arizona Law.** The laws of Arizona apply to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, Arizona Revised Statutes (A.R.S.) § 41-2534, and its implementing rules, and Arizona Administrative Code (A.A.C.) Title 48, Chapter 24, Article 1. Legal proceedings pertaining to this Contract shall be brought only in the Yavapai County Superior Court, Prescott, Arizona.
- 1.2 Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 1.3 Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the YCFLD and as they may be amended, the following shall prevail in the order set forth below:
 - 1.3.1** The executed Agreement entered into pursuant to the Solicitation in a format in accordance with the Specimen Contract.
 - 1.3.2** Special Terms and Conditions
 - 1.3.3** Uniform Terms and Conditions
 - 1.3.4** Statement or Scope of Work
 - 1.3.5** Specifications
 - 1.3.6** Attachments
 - 1.3.7** Exhibits
 - 1.3.8** Documents referenced or included in the Solicitation
 - 1.3.9** Offeror's Response.
- 1.4 Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract. All persons employed to furnish services hereunder are employees of Contractor and not of the YCFLD. Further, the YCFLD shall not be liable for any of Contractor's acts or omissions performed under this Contract or other agreements to which Contractor is a party.
- 1.5 Severability.** If any provision(s) of this Contract is/are invalid, illegal, or unenforceable for any reason, all other Contract provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.
- 1.6 No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 1.7 No Waiver.** No action or failure to act by the parties constitutes a waiver of any right or duty under this Contract, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Contract, unless the waiving party memorializes the waiver or approval in writing and signs it. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

2. Contract Administration and Operation

- 2.1 Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the YCFLD at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.



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- 2.2 Non-Discrimination.** Contractor shall comply with Arizona State Executive Order 2009-09, and 2023-01, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing the contract or subcontract.
- 2.3 Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the YCFLD and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 2.4 Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The YCFLD shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the YCFLD determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the YCFLD for testing and inspection.
- 2.5 Inspection and Payments Do Not Constitute Waiver of Contract Provisions.** Neither the Inspection by any inspector or other YCFLD representative, nor any payment of money, nor acceptance of any part or whole of the System by the YCFLD or its agents shall operate as a waiver of any provision of this Contract.
- 2.6 Notices.** Notices to the Contractor required by this Contract shall be made by the YCFLD to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the YCFLD required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 2.7 Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the YCFLD. This shall be on a case-by-case basis and consent at one time does not constitute consent to all advertising.
- 2.8 Property of the YCFLD.** Any materials, including reports, computer program and other deliverables, created under this Contract are the sole property of the YCFLD. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the YCFLD.



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- 2.9 Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the YCFLD shall be considered the creator of such Intellectual Property. The YCFLD shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the YCFLD, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the YCFLD and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the YCFLD. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the YCFLD without the express written authorization of the YCFLD.
- 2.10 Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The YCFLD shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the YCFLD determine that the contractor and/or any subcontractors be found noncompliant, the YCFLD may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 2.11 E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 2.12 Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the YCFLD and involve access to secure or sensitive data or personal YCFLD data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.
- 2.13 Business Standing.** In accordance with A.R.S. § 10-1501, a Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm should file necessary documents with the ACC as doing business in Arizona for Contract award eligibility or may be considered non-responsive.
- 3. Costs and Payments**
- 3.1 Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the YCFLD within thirty (30) days.
- 3.2 Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 3.3 Applicable Taxes.**
- 3.3.1 Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.



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- 3.3.2 State and Local Transaction Privilege Taxes.** The YCFLD is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the Contractor to remit. Failure to collect such taxes from the YCFLD does not relieve the Contractor from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the YCFLD harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 3.3.3 Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 3.3.4 IRS W-9 Form.** In order to receive payment, the Contractor shall have a current I.R.S. W-9 Form on file with the Yavapai County Finance Department, unless not required by law.
- 3.4 Availability of Funds for the Next YCFLD Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current YCFLD fiscal year. No legal liability on the part of the YCFLD for any payment may arise under this Contract beyond the current YCFLD fiscal year until funds are made available for performance of this Contract.
- 3.5 Availability of Funds for the Current Fiscal Year.** If the YCFLD Board of Directors reduce the appropriations for any reason, the YCFLD may take any of the following actions: accept a decrease in price offered by the Contractor; cancel the Contract; or cancel the Contract and resolicit the requirements.

4. Contract Changes

- 4.1 Amendments.** This Contract is issued under the authority of the Board of Directors of the Yavapai County Free Library District. The Contract may be modified only through a Contract Amendment within the scope of the Contract and signed by both parties. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 4.2 Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the proposal. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the YCFLD. Nothing contained in any contract or joint venture contract shall create or establish any contractual relationships or privity of contract between any subcontract and the YCFLD, nor shall the same create any obligation on the part of the YCFLD to pay any subcontract. The Subcontract shall incorporate by reference the terms and conditions of this Contract.



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- 4.3 Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract without the prior written consent of the Library Network Manager of the YCFLD except as provided in this Contract. YCFLD shall not unreasonably withhold approval.
- 4.4 Third Party Beneficiaries.** Nothing in this Contract shall be deemed to create any right in any person not a party hereto other than a permitted successor or assignee and this Contract shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party, except for any YLN active member Library or other third-party contractors' product which the YCFLD has purchased or may purchase in the future.

5. Risk and Liability

- 5.1 Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

5.2 Indemnification.

- 5.2.1** Contractor shall indemnify, defend, save, and hold harmless the Yavapai County Free Library District, its Board of Supervisors, members, employees, and agents (hereinafter referred to collectively as the "YCFLD") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to collectively as the "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused (including property of the County), or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the YCFLD shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the YCFLD, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the Award of the Contract, Contractor agrees to waive all rights of subrogation against the County for losses arising from the work performed by Contractor for YCFLD.
- 5.2.2** Contractor shall not prejudice the YCFLD's right to recover against third parties for any loss, destruction, or damage to YCFLD property, and shall at the YCFLD's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the YCFLD in obtaining recovery. In any instance where the Contractor has accepted a tender from the YCFLD, the Contractor agrees to update the YCFLD during the course of the litigation and to timely notify the YCFLD of any issues that may involve the independent negligence of the YCFLD that is not covered by the tender.
- 5.2.3** The YCFLD assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this Contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental special or consequential damages. YCFLD's total liability for damages for fault or negligence shall be limited to one million dollars (\$1,000,000.00).



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5.3 Indemnification – Patent and Copyright. To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless the YCFLD against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the YCFLD of materials furnished or work performed under the Contract. The County shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.

5.4 Force Majeure.

5.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

5.4.2 Force Majeure shall not include the following occurrences:

5.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

5.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

5.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

5.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

5.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

5.5 Third Party Antitrust Violations. The Contractor assigns to the YCFLD any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

6. Warranties

6.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

6.2 Quality. Unless otherwise specifically stated in a document of higher precedence according to the Order of Precedence of Documents regarding a specific material item supplied under this contract, the Contractor warrants that, for one year after acceptance the YCFLD of the materials, they shall be:



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- 6.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 6.2.2 Fit for the intended purposes for which the materials are used;
- 6.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 6.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 6.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 6.3 **Fitness.** The Contractor warrants that any material supplied to the YCFLD shall fully conform to all requirements of the Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- 6.4 **Inspection/Testing.** The warranties set forth in subparagraphs 1 through 3 of this section are not affected by inspection or testing of or payment for the materials or services by the YCFLD.
- 6.5 **Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements. The parties shall comply with all laws, statutes, ordinances, codes, rules and regulations, and applicable orders of public authorities, in performing this Contract, including but not limited to, environmental laws.
- 6.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
 - 6.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the YCFLD is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 6.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. YCFLD's Contractual Remedies

- 7.1 **Right to Assurance.** If the YCFLD in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the YCFLD's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 7.2 **Stop Work Order.**
 - 7.2.1 The YCFLD may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the YCFLD after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.



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7.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

7.3 Non-exclusive Remedies. The rights and the remedies of the YCFLD under this Contract are not exclusive.

7.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the YCFLD may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

7.5 Right of Offset. The YCFLD shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the YCFLD, or damages assessed by the YCFLD concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages, including when such property is the responsibility of or in the custody of the Contractor, its employees or subcontractors.

8. Contract Termination

8.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the YCFLD may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the YCFLD is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

8.2 Gratuities. The YCFLD may, by written notice, terminate this Contract, in whole or in part, if the YCFLD determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the YCFLD for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The YCFLD, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

8.3 Suspension or Debarment. The YCFLD may, by written notice to the Contractor, immediately terminate this Contract if the YCFLD determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the YCFLD.

8.4 Termination for Convenience. The YCFLD reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the YCFLD, without penalty or recourse. Upon receipt of the written notice, which shall be provided no less than 90 days, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the YCFLD. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the YCFLD upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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8.5 Termination for Default.

- 8.5.1 In addition to the rights reserved in the Uniform Terms and Conditions, and contract, the YCFLD may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 8.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the YCFLD on demand.
- 8.5.3 The YCFLD may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the YCFLD for any excess costs incurred by the YCFLD in procuring materials or services in substitution for those due from the Contractor.

8.6 Cancellation for Lack of Appropriation. The YCFLD may cancel the Contract if the Board of Directors at any time fails to appropriate funds necessary for the performance of the Contract.

8.7 Termination / Return of Licensed Software. Either party shall have the right to terminate this Contract if the other party:

- 8.7.1 Assigns this Contract or any of its rights hereunder without obtaining the prior written consent of the other party, except as provided for in this Contract, where Contractor may assign this Contract and all of its rights and obligations hereunder, without the approval of the YCFLD, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity;
- 8.7.2 Neglects or fails to perform or observe any of its existing or future obligations under this Contract;
- 8.7.3 Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of its property;
- 8.7.4 Is adjudged as bankrupt; or
- 8.7.5 Commits a non-remedial breach of the Contract terms, including if the YCFLD's distribution or use is in violation of this Contract.
- 8.7.6 If any of the above condition(s) are not remedied within thirty (30) days after written notice thereof has been given to the other party, the Contract may be cancelled.
- 8.7.7 In the event of cancellation and/or termination as set forth above, the YCFLD shall pay Contractor for the services rendered through the effective date of cancellation and/or termination based on the prevailing hourly billing rates on that date. The YCFLD shall cease any further use of the licensed Software and will return or destroy the Software and all copies of the Software and its documentation and shall have no liability for further payment under this Contract.

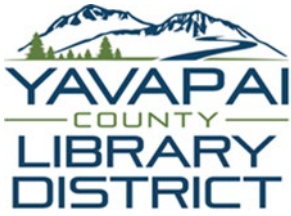
8.8 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.



Uniform Terms and Conditions

Solicitation No: RFP #26-001
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- 8.9 Services Upon Termination.** Upon termination of the Contract by either party, or upon conclusion of the Term, Contractor shall be obligated within thirty (30) days of notification of termination, to assist the YCFLD in extracting all YCFLD-owned data from the system acquired by the YCFLD. Such assistance shall include personnel time and the contractor's best efforts, provision of non-proprietary documentation regarding the format and contents of the extracted data, verification that extracted data is complete and in an industry-standard format selected by Contractor and approved by the YCFLD, and other assistance necessary for the extraction of data. These services shall be performed at Contractor's then current fees for such services, which shall not exceed those fees charged to similar customers for such similar services.
- 8.10** The data shall include all the contents of all files created, maintained, and owned by the YCFLD, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, electronic journal holdings, and any other recoverable data. Wherever standards such as MARC exist for the format of that data, Contractor will furnish such data in that standard format or in the format requested the YCFLD.
- 8.11** These services will not be delayed or withheld by the Contractor in the event of any legal proceeding initiated.
- 9. Terrorism Country Divestments.** Per A.R.S. § 35-392, the YCFLD is prohibited from purchasing from a company that is in violation of the Export Administration Act.
- 10. Israel Boycott Divestments.** Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "unless the contract includes a written certification that the company is not currently engaged in and agrees for the duration of the contract to not engage in, a boycott of goods or services from Israel." Certification does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. Refer to A.R.S. §35-393.03.
1. "Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:
 - (a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.
 - (b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.
 2. "Company" means an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.
- 11. Forced Labor of Ethnic Uyghurs in the People's Republic of China**
- 11.1** Pursuant to A.R.S. §35-394, unless exempt, the Contractor must certify that it does not use, and agrees not to use during the term of the contract, any of the following:
- a. Forced labor of ethnic Uyghurs in the People's Republic of China;
 - b. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or
 - c. Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.
 - d. Contractor is exempt from this certification requirement if Contractor is a sole proprietorship, Contractor has fewer than 10 employees, or Contractor is a non-profit organization.



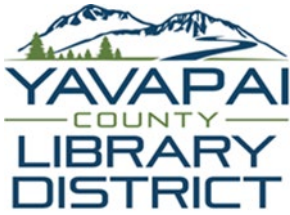
Uniform Terms and Conditions

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- 11.2** If Contractor becomes aware during the contract term that it is not in compliance with this certification, Contractor shall notify the District within five business days after becoming aware of the noncompliance. Contractor's failure to provide written certification to the District that it has remedied the noncompliance within one hundred eighty days of its notice to the District shall automatically terminate the contract if the contract has not already terminated.

12. Contract Claims

- 12.1 Claim Resolution.** Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
- 12.2 Mandatory Arbitration.** In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.
- 12.3 Alternative Dispute Resolution.** No provision of any resultant contract shall require arbitration upon the YCFLD except by the YCFLD's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section. The parties expressly covenant and agree that in the event of a dispute arising from this Contract, each of the parties hereto waives any right to a trial by jury.
- 12.4** This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Contract shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Yavapai County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Contract.



Yavapai County Free Library District



Special Instructions to Offerors

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

1. Pre-Offer Conference

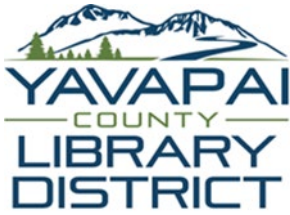
- 1.1. A Pre-Offer Conference will not be held.

2. Inquiries

- 2.1. All questions related to this solicitation shall be in writing and submitted via the "Vendor Discussions" tab in the Bonfire portal, no later than 3:00 PM on February 5, 2026.
- 2.2. Offerors shall not contact or ask questions of the YCFLD, YLN, any library staff person or any other related party regarding this procurement. As outlined in the Uniform Instructions to Offerors, timeliness is expected, and any inquiry received after the deadline may not be answered.

3. Preparation of Proposals

- 3.1. Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the YCFLD shall take precedence. As outlined in the Uniform Instructions to Offerors, Offerors are responsible for clearly identifying any changes or modifications to any solicitations document upon submission to the YCFLD.
- 3.2. Attachment Formats. All attachments shall be submitted in a format acceptable to the YCFLD. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.
- 3.3. Confidential Information. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The County, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.
 - 3.3.1. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "*confidential*". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
 - 3.3.2. Until a final determination is made, the procurement officer shall not disclose information designated as confidential under except to those individuals deemed by the procurement officer to have a legitimate County interest.
 - 3.3.3. Upon receipt of a submission, the procurement officer shall make one of the following written determinations:
 - 3.3.3.1. The designated information is confidential and the procurement officer shall not disclose the information except to those individuals deemed by procurement officer to have a legitimate County interest;
 - 3.3.3.2. The designated information is not confidential; or
 - 3.3.3.3. Additional information is required before a final confidentiality determination can be made.



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3.3.3.4. If the procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the Yavapai County Attorney's Office.

3.3.4. A procurement officer may release information designated as confidential if:

3.3.4.1. A request for review is not received by the Yavapai County Attorney's Office within the time period specified in the notice; or

3.3.4.2. The Yavapai County Attorney's Office, after review, makes a written determination that the designated information is not confidential.

3.4. Contract Payment Terms. Offerors must indicate the prompt payment terms that they will offer to the YCFLD (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

3.5. Duty to Examine. Contractor is expected to examine all instructions, forms, terms, and specifications included in the solicitation. Failure to furnish all information required by the solicitation or submitting an offer that is not substantially responsive to the solicitation may result in the rejection of the offer. If the offer is not substantially responsive, it may be rejected and may not subsequently be made responsive by the contractor correction of the nonconformity.

3.6. Offer Format. One (1) electronic Proposal shall be submitted.

3.6.1. Offer shall be submitted on the forms and in the format as outlined in the solicitation.

3.6.2. The electronic proposal must be submitted in the Bonfire portal at <https://sunnypathassoc.bonfirehub.com/opportunities>.

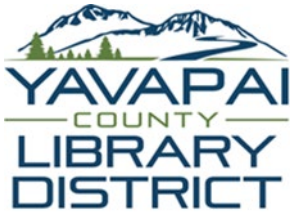
4. Submission of Proposal

4.1. Offer Submission, Due Date, and Time. In accordance with Uniform Instructions to Offerors, 4.1, Sealed Envelope or Package, proposals in response to this solicitation shall be submitted electronically and received on or before the due date and time found on the Solicitation cover sheet. Proposals received after the due date and time shall not be considered.

4.2. Sealed Proposal Package. Offeror shall submit the following Attachments. Failure to follow any instructions may result in rejection of the Proposal.

4.2.1. **Attachment 1, Offer and Acceptance.** Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form must be signed with an original signature by the authorized company representative submitting the Proposal and shall be submitted within the Proposal package no later than the due date and time listed. Failure to include an Offer and Acceptance Form shall result in rejection of the Offer.

4.2.2. **Attachment 2, Questionnaire.** Offeror must include this Attachment, which includes the Company Profile, Company Structure, Financial Stability, Management and Operations and References information. The Questionnaire is represented electronically in Excel format and shall be used for electronic upload. Failure to provide the Questionnaire shall result in rejection of the Offeror.



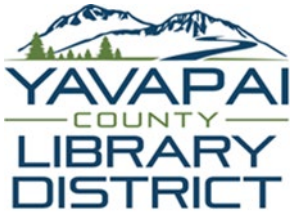
Yavapai County Free Library District



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- 4.2.2.1. Company Profile. Legal business name, address and primary contact person, website information, number of years in business, as well as the date established, ownership information is requested. An out-of-state firm should include a certificate of good standing from their applicable jurisdiction or may be considered non-responsive. Legal matters and contract termination disclosures are also included in this section.
- 4.2.2.2. Financial Stability. Confirmation that the firm has the financial resources to fulfill the contract requirements, also taxes information and bankruptcy information is requested.
- 4.2.2.3. Management and Operations. Details concerning management and operations such as insurance, and additional agreements, if applicable, are requested. Acceptable agreements shall include: a non-appropriate clause; governed by the laws of the State of Arizona; and net payment is thirty (30) days.
- 4.2.2.4. References. Provide at least three (3) references for projects that are similar to this Scope of Work completed for similar entities. The YLN may, at its sole discretion, contact additional customers not presented as references.
- 4.2.3. **Attachment 3, Technical Functionality.** Offeror must include this Attachment, which is represented electronically in Excel format and shall be used for electronic upload. **The form requires an answer to each question. Answers that are not “Fully Compliant” shall require an additional response. Any response clarification(s) provided in the form should be referenced in the Method of Approach narrative proposal provided in Section 1.3 on Page 59 of the Proposal Format.** Failure to provide the form electronically shall result in rejection of the Offeror. There are twenty-two (22) required sections, related to the Scope of Work, with applicable subsections.
 - 4.2.3.1. General Requirements
 - 4.2.3.2. RFID Tags
 - 4.2.3.3. Conversion Stations
 - 4.2.3.4. Circulation Staff Workstations
 - 4.2.3.5. Self-Check Equipment and RFID Readers
 - 4.2.3.6. Fines/Fees Option
 - 4.2.3.7. Security Gates
 - 4.2.3.8. Dispensing Devices
 - 4.2.3.9. Portable Handheld Readers/Inventory Wands
 - 4.2.3.10. Automated Materials Handling
 - 4.2.3.11. Technical and Network Features
 - 4.2.3.12. Sorting Methods and Bins
 - 4.2.3.13. Propulsion, Controls, and Operation
 - 4.2.3.14. Processing Rates, Overrides, Safety, and Security



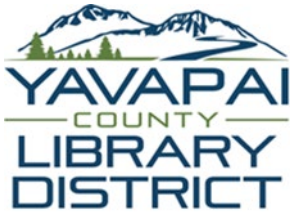
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- 4.2.3.15. RFID Software and Applications
- 4.2.3.16. Backwards Compatibility
- 4.2.3.17. Statistics and Reports
- 4.2.3.18. Hardware Status Reporting Feature
- 4.2.3.19. Installation, Services, and Support
- 4.2.3.20. Training and Documentation
- 4.2.3.21. Ongoing Product Development
- 4.2.3.22. Maintenance and Support
- 4.2.4. **Attachment 4, Proposal Cost Form.** Offeror must include this Attachment, which is represented electronically in Excel format and shall be used for electronic upload. These costs shall match the proposed equipment and services within the proposal. This is for the purposes of evaluation and shall represent or constitute a final order. There are (3) potential equipment purchase scenarios presented for RFID equipment and AMH equipment.
 - 4.2.4.1. “No Bid” responses must be used for items that are not offered because they will not be evaluated. If an item is included at no cost, a zero (0) shall be entered.
 - 4.2.4.2. A response of “Yes” or “No” shall be provided in the Recurring Cost column.
 - 4.2.4.3. The manufacturer or brand shall be provided where applicable.
 - 4.2.4.4. Line items for service, maintenance, or travel fees, are listed as a quantity of 1 to represent an annual cost. If an item is included at no cost, a zero (0) shall be entered.
- 4.2.5. **Attachment 5, Non-Collusion Affidavit.** Offeror shall include a signed and notarized form to attest there was no collusion or any related impropriety, as outlined in the Uniform Instructions to Offerors.
- 4.2.6. **Attachment 6, Conformance and Disclosure Statements.** Offeror shall include a signed form indicating conformance and disclosures related to confidential information, conflict of interest, Israel Boycott Divestments, and Forced Labor of Ethnic Uyghurs in the People’s Republic of China certifications.
 - 4.2.6.1. **Confidential/Proprietary Information.** Proposals submitted in response to this solicitation are subject to Arizona public records law. Any portion of the bid that is considered confidential in nature shall be denoted on the form and separated into a Confidential Information section in the bid. This section is not required. Any confidential information within it cannot be removed once the bid has been submitted. The YCFLD shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.



Yavapai County Free Library District



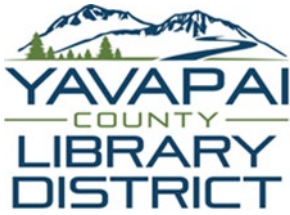
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- 4.2.6.2. **Deviations and Exceptions.** Offeror shall submit any deviation or exception for any item listed in the solicitation. The page, section and item shall be clearly indicated. Any deviation /exception or inability of the offeror to deliver or produce a particular item, material or service must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the solicitation.
- 4.2.6.3. **Conflict of Interest Disclosure.** Offeror shall include signed disclosure to identify any conflicts of interest between any County officials, employees and suppliers as outlined.
- 4.2.6.4. **Boycott of Israel Disclosure.** Offeror shall include certification regarding the boycott of Israel in accordance with A.R.S. §35-393 et seq.
- 4.2.6.5. **Forced Labor of Ethnic Uyghurs in the People's Republic of China.** Offeror shall include certification regarding the use of forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China in accordance with A.R.S. §35-394 et seq.
- 4.2.7. **Attachment 7, IRS W-9 Form.** Offeror should include a current IRS W-9 form. As indicated in the Uniform Instructions to Offerors, this form is required to be on file with the YCFLD in order to receive payment, unless not required by law.
- 4.2.8. **Product Catalog.** Vendor shall provide a complete and current product catalog or catalog-equivalent listing identifying all RFID, AMH, software, accessories, and related services offered under this proposal and any resulting contract. The catalog shall clearly identify manufacturer, model number, description, and standard list (catalog) pricing for each item. A discount is requested for catalog items. Details should be provided if no discounts are offered, or if specific discounts apply to categories, sections, or individual products.

5. Responsibility, Responsiveness and Acceptability

- 5.1. In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the YCFLD shall consider the following in determining offeror's responsibility as well as the responsiveness of proposals submitted in response to the solicitation.
- 5.2. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract.
- 5.3. Offerors may not be considered responsible if they have had a contract with the YCFLD, within the last three (3) years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the YCFLD or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.
- 5.4. Proposals may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the proposal unacceptable; or do not contain sufficient contents with which to evaluate the proposal, e.g., method of approach, key personnel, references, prices or pricing, other requested information.



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Special Instructions to Offerors

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- 5.5. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the basis for the determination. Proposals determined to be non-responsible or proposals determined to be non-responsive, may be set aside at the time of the determination without further evaluation. Offerors will be notified if their offer is set aside for either of these reasons.

6. Opening

- 6.1. Proposals received by the correct time and date shall be opened and the offeror's pricing shall be publicly read. All other information contained in the offer shall remain confidential until award is made. Proposals will not be subject to public inspection until after contract award.

7. Clarifications

- 7.1. Upon receipt and opening of proposals submitted in response to this solicitation, and in accordance with A.A.C. R2-7-C313 the YCFLD may request clarifications for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the YCFLD or as initiated by Offeror. Clarifications shall not afford Offerors the opportunity to alter or change their offer.

8. Oral Presentations

- 8.1. The YCFLD is requesting oral presentations in the form of mandatory demonstrations. The date scheduled for the mandatory demonstrations is tentatively March 5, 2026. Participants shall have representatives available for the oral presentations and should include the Offeror's key personnel assigned to this project. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer. If the date is changed, Offeror(s) will receive notification with a minimum of five (5) business days to make necessary accommodations.

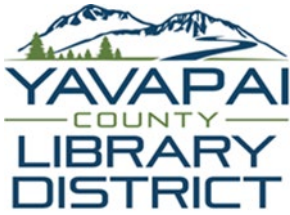
9. Evaluation

In accordance with A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance. Exceptions to the Terms and Conditions, as stated in the Uniform Instructions to Offerors, Section 3.5, may impact an Offeror's susceptibility for award.

9.1.	Technical Functionality / Method of Approach	400 points
9.2.	Cost; and	300 points
9.3.	Experience of Firm	200 points
9.4.	Proposal Format	100 points
	Total	1000 points

10. Discussions

- 10.1. After the initial receipt of proposals, pursuant to A.A.C. R2-7-C314, the YCFLD reserves the option to conduct discussions with those Offerors who submit Proposals determined by the YCFLD to be reasonably susceptible of being selected for award. Testing shall be a part of discussions with short-listed firms for the purpose of this RFP.



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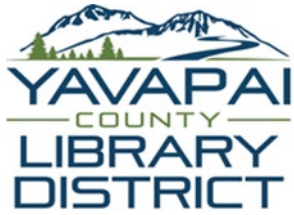
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11. Best and Final Offers

- 11.1. If discussions are conducted pursuant to A.A.C. R2-7-C315, the YCFLD shall issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer. Best and final offers shall be requested only once, unless the YCFLD makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

12. Contract Award

- 12.1. Contract award will be made based on the evaluation criteria set forth in the solicitation to the most responsive and responsible Offeror whose offer is determined to be the most advantageous to the YCFLD and the YLN. The contract shall be awarded to the offeror whose proposal is determined to be most advantageous to the YLN based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made. It is tentatively anticipated that an award will be made at the Yavapai County Board of Supervisors meeting in April 2026 but may be changed if deemed advantageous by the YCFLD.



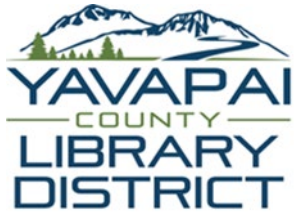
Uniform Instructions to Offerors

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1. Definition of Terms

In addition to the definitions specified in A.A.C. R2-7-101, the terms listed below are defined as follows:

- 1.1. **"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2. **"Contract"** means the combination of the executed Agreement entered into pursuant to this Solicitation in a format in accordance with the Specimen Contract, the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work, the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendment or Contract Amendments.
- 1.3. **"Contract Amendment"** means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 1.4. **"Contractor"** means any person who has a Contract with a governmental unit in Yavapai County.
- 1.5. **"Days"** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- 1.6. **"Exhibit"** means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. **"Materials"** means all property, including equipment, supplies, software, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. **"Offer"** means a response to a solicitation.
- 1.10. **"Offeror"** means a vendor who responds to a Solicitation.
- 1.11. **"Procurement Officer"** means the person, or his or her designee, duly authorized by the YCFLD to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.12. **"Responsible Offeror"** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance.
- 1.13. **"Responsive Offeror"** means the Offeror who submits an offer that conforms in all material respects to this Solicitation, including the Instructions, Term and Conditions, Plans and Specifications, which are incorporated herein by this reference.
- 1.14. **"Services"** means as defined in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in Materials.
- 1.15. **"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), a Request for Qualifications ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.16. **"Solicitation Amendment"** means a change to the Solicitation issued by the Procurement Officer.
- 1.17. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.



Uniform Instructions to Offerors

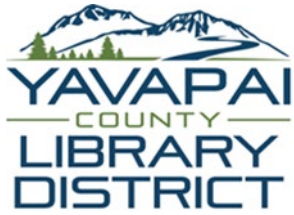
Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- 2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3. Submission of Inquiries. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph and must be submitted in writing. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline. Offerors are prohibited from contacting any YCFLD employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 2.4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the YCFLD. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Each Amendment should be acknowledged by the person signing the Offer. Failure to acknowledge a Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear on the Solicitation cover. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

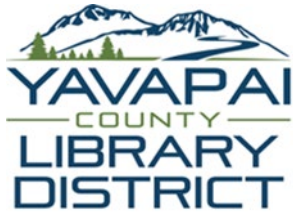
- 3.1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format outlined in the solicitation. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.2. Forms: No Facsimile or Electronically Submitted Offer. An offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Offer shall be rejected unless otherwise outlined.



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- 3.3. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.4. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.
 - 3.4.1. Electronic Signatures. Electronic signatures are acceptable if electronic receipt of proposals is determined advantageous by the County. Electronic signatures are defined by the Federal ESIGN Act of 2000, as follows:
 - 3.4.1.1. The term "electronic signature" means an electronic sound, symbol, or process, attached to or logically associated with a contract or other record and executed or adopted by a person with the intent to sign the record.
 - 3.4.1.2. While simple electronic signatures may be performed within a PDF document in Adobe, the preferred method of authentication used for digital signatures shall be consistent with e-signature protocols. Digitally verified signatures provided by Adobe or DocuSign will be accepted. Wet (ink) signatures that have been digitally captured in a scanned PDF document shall also be considered valid.
- 3.5. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the YCFLD as a part of any resulting Contract.
- 3.6. Subcontractors. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.7. Cost of Offer Preparation. The YCFLD will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.8. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- 3.9. Federal Excise Tax. YCFLDs/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 3.10. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- 3.11. Identification of Taxes in Offer. YCFLDs are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the YCFLD will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.



Yavapai County Free Library District



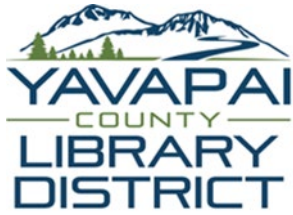
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- 3.12. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- 3.13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 3.13.1. Amendments;
 - 3.13.2. Special Terms and Conditions;
 - 3.13.3. Uniform Terms and Conditions;
 - 3.13.4. Statement or Scope of Work;
 - 3.13.5. Specifications;
 - 3.13.6. Attachments;
 - 3.13.7. Exhibits;
 - 3.13.8. Special Instructions to Offerors; and
 - 3.13.9. Uniform Instructions to Offerors.
- 3.14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).
- 3.15. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The YCFLD may, at its sole discretion, require evidence of compliance during the evaluation process. Should the YCFLD request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
- 3.16. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the YCFLD and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

4. Submission of Offer

- 4.1. Sealed Envelope or Package. Offerors responding to the solicitation must submit the offer in a sealed electronic package through the Bonfire e-procurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the Bonfire portal or those that are received after the due date and time shall be rejected.
- 4.2. Offer Due Date and Time. Offers shall be received before the due date and time stated in the solicitation. Offers that are received after the due date and time shall not be considered.



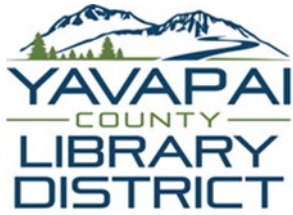
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- 4.3. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer and shall be submitted in the sealed offer package no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.4. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.5. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the YCFLD. Offers shall be open and available to public inspection after Contract award, except for such Offers deemed to be confidential by the YCFLD pursuant to A.A.C. R2-7-C317. If an Offeror believes that information in its Offer contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the YCFLD of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- 4.6. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:
 - 4.6.1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - 4.6.2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Federal Executive Order 11246 and A.R.S. §41-1461 through 1465; and
 - 4.6.3. Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and all other laws and regulations; and
 - 4.6.4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law; and
 - 4.6.5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and



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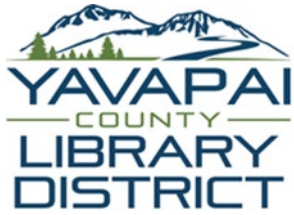
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- 4.6.6. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
- 4.6.7. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and
- 4.6.8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 4.6.9. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract that it does not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China, in accordance with A.R.S. § 35-394.

5. Additional Information

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. The amount of any applicable transaction privilege or use tax will not be a factor when determining lowest bidder.
- 5.3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.5. Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.6. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the YCFLD reserves the right to:
 - 5.7.1. Waive any minor informality;
 - 5.7.2. Reject any and all Offers or portions thereof; or
 - 5.7.3. Cancel the Solicitation.



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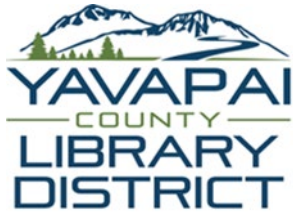
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6. Award

- 6.1. Number of Types of Awards. Where applicable, the YCFLD reserves the right to make multiple awards multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or by designated regions or locations, or incrementally or an aggregate award, whichever is deemed most advantageous to the YCFLD. If the Procurement Officer determines that an aggregate award to one Offeror is not in the YCFLD's interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the YCFLD's Yavapai County Board of Supervisors and execution by both the Offeror and the YCFLD Board of Directors of a negotiated contract arising from the received Offer. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

- 7.1. A protest of this Solicitation or an Award may be made by an interested party as defined by law. Protests shall be in writing and be filed with the Clerk of the Yavapai County Board of Supervisors (where the initial Offer was submitted). A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the Clerk of the Yavapai County Board of Supervisors before the Offer Deadline. A protest of this Solicitation or an Award for any other reason must be delivered to the Clerk of the Yavapai County Board of Supervisors within ten (10) days after County makes the procurement file available for public inspection, unless County finds good cause for the delay of the interested party. The County will make the procurement file available for public inspection when an award is made.
- 7.2. A protest shall include:
 - 7.2.1. The name, addresses, and telephone number of the interested party;
 - 7.2.2. The signature of the interested party or its representative;
 - 7.2.3. Identification of the soliciting entity and the Solicitation Number;
 - 7.2.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 7.2.5. The form of relief requested.
- 7.3. The interested party shall supply any other information requested by the YCFLD representative within 10 days of the request.
- 7.4. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- 7.5. In cases other than those covered above in 7.2 of the section, the interested party shall file the protest within 10 days after the YCFLD makes the procurement file available for public inspection.
- 7.6. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the YCFLD Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the YCFLD that resulted in the interested party being unable to file the protest within the 10 days. The YCFLD representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.



Proposal Format

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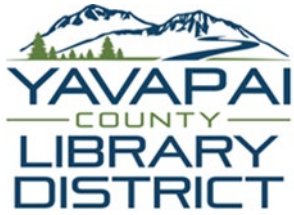
- **One (1) electronic proposal is required. Electronic documents must be uploaded using the Bonfire portal at: <https://sunnypathassoc.bonfirehub.com/opportunities>.**
- The YCFLD will not assume responsibility for any costs related to the preparation or submission of the proposal. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. All items stated or referred to in this section should be provided. Each proposal should be submitted on the forms and in the format specified in the RFP.
- Proposal responses should provide straightforward, concise information that satisfies the requirements outlined herein. Emphasis should be placed on conformity to the specifications, and terms and conditions, as well as the completeness and clarity of the submittal content. All information contained in the Proposal shall be current and factual.

The Proposal shall include at a minimum:

1. Method of Approach

The Offeror must provide a narrative response, in no more than twenty (20) pages, to describe the following, as related to the Scope of Work

- 1.1. Overview. Provide a summary of the proposed automated circulation system equipment and how it meets the requirements of the solicitation referencing the numeric indicator for each requirement. Indicate how the proposed automated circulation system equipment is the best in class, provides optimal performance, and is responsively designed. Indicate how the firm will ensure compatibility and integration with existing systems and equipment including, but not limited to RFID security gates, mixed-component checkout stations, etc. If any additional equipment, service, or software is required for satisfactory performance of the proposed automated circulation system equipment, it shall be identified in this section with all necessary details.
- 1.2. Approach and Timeline. Describe the firm's overall philosophy and approach to this specific project, including any perceived difficulties or challenges. Include details on how to ensure a smooth transition and implementation process. A prioritization of the tentative RFP schedule is desired.
- 1.3. Provide a brief narrative regarding the functional and technical Requirements, as related to the Scope of Work and supported by the responses in Attachment 3, Technical Functionality.
 - 1.3.1. General Requirements
 - 1.3.1.1. Describe how your proposed solution(s) are fully compatible with the Library's Integrated Library System (ILS) and other connected devices.
 - 1.3.1.2. Does it meet ISO 9001 standards? Is a valid certification included?
 - 1.3.1.3. Does it comply with SIP/SIP2 and NCIP (Z39.83, Parts 1 and 2) standards?
 - 1.3.1.4. Will it function on wired or wireless TCP/IP networks at speeds of up to 1 Gbit/s (wired) and 50 Mbit/s (wireless)?
 - 1.3.1.5. Will it conform to ISO 28560 and ISO 18000-3 standards for RFID?



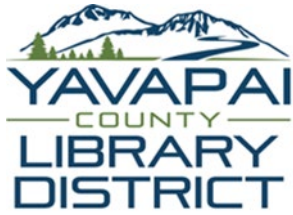
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- 1.3.1.6. Does it include application-specific software that integrates all hardware components into the system?
- 1.3.1.7. Will it provide performance statistics accessible via the library network, including data by year, month, day, and hour?
- 1.3.1.8. Does it provide a web-based, OS-independent device management portal?
- 1.3.1.9. Will it allow library administrators to configure user access based on roles and permissions?
- 1.3.1.10. Is it compliant with ADA guidelines and certified under UL, CE, and FCC regulations?
- 1.3.1.11. Describe how your firm will provide an ongoing collaboration with the Library's ILS vendor to address any functionality issues.
- 1.3.2. RFID Tags
 - 1.3.2.1. Which data elements are written to an RFID tag for use in your system?
 - 1.3.2.2. Can YLN select data elements and structures, or are those fixed?
 - 1.3.2.3. What environmental factors may affect tag usage and longevity?
 - 1.3.2.4. Are there volume discounts for tag purchases?
 - 1.3.2.5. How are your tags erased or deactivated for materials withdrawn from the ILS?
- 1.3.3. Conversion Stations
 - 1.3.3.1. Does the solution require only a computer/laptop, barcode scanner, and RFID reader/antenna along with software, all of which can be mobile and operational in library stacks?
 - 1.3.3.2. Will it function in standalone mode without requiring an interface with the ILS?
 - 1.3.3.3. Does it handle varying barcode locations and orientations during processing?
 - 1.3.3.4. Will it automatically interrupt operations if barcodes are not fully scanned?
 - 1.3.3.5. Will it convert items using a list when optical barcodes are unavailable or unreliable?
 - 1.3.3.6. Does it report program completion or activity levels, including hourly and daily totals?
 - 1.3.3.7. Will it provide visual and audible feedback when a tag is successfully programmed?
 - 1.3.3.8. Does it maintain a log file of all converted items by date and item ID?
- 1.3.4. Circulation Staff Workstations
 - 1.3.4.1. Does the solution include shielded RFID pads to prevent interference?
 - 1.3.4.2. Does it enable charge and discharge of library materials?
 - 1.3.4.3. Is it compatible with standard library circulation desk computers, barcode scanners, and receipt printers?
 - 1.3.4.4. Will it allow mounting options for the RFID pad, including in, on, or under the circulation desk work surface?



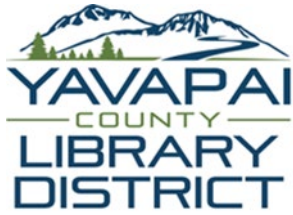
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- 1.3.4.5. Does it process both RFID tags and barcodes in the same transaction?
- 1.3.4.6. Is it capable of simultaneously processing multiple RFID-tagged items during check-in and check-out operations?
- 1.3.4.7. Will it provide a displayed count of items processed during simultaneous transactions?
- 1.3.4.8. Does it use an anticollision algorithm to identify multiple tags up to 12 inches high?
- 1.3.4.9. Will it allow reading, programming, reprogramming, and deleting of RFID tags?
- 1.3.4.10. Will it avoid requiring mouse activations for standard item processing (exceptions for configuration changes or error handling)?
- 1.3.4.11. Will it offer hold notification messages and print hold slips during check-in operations.
- 1.3.4.12. Does it integrate with ILS configurations to ensure secure operation during discharge and seamless command processing?
- 1.3.4.13. Will it provide configurable item identifier parameters to prevent programming errors for partially scanned barcodes?
- 1.3.5. Self-Check Equipment and RFID Readers
 - 1.3.5.1. How is the patron informed when the system is ready to accept an item for check-in?
 - 1.3.5.2. What message is displayed when an item is rejected?
 - 1.3.5.3. Does your system provide options for printing materials return receipts or sending email notices? Include specifications for paper roll size and printer speed. Is there a method for handling unclaimed receipts?
 - 1.3.5.4. Many of the YLN libraries have 'do it yourself' self-check and staff stations with piecemeal equipment. Is your software and hardware compatible with this approach or does it require all-or-nothing stations such as kiosks?
 - 1.3.5.5. Can your self-check software be installed on third-party hardware, such as a PC?
 - 1.3.5.6. What are the recommended system requirements for running your self-check software? I.e., Operating System (OS), RAM, CPU, and Storage.
 - 1.3.5.7. At what speed can your devices read tags?
 - 1.3.5.8. What are the minimum and maximum reading distances for your tags?
 - 1.3.5.9. Is there a recommended arrangement of RFID-tagged materials on self-service RFID readers (e.g., vertical stack, dispersed, etc.)?
 - 1.3.5.10. What are the power and network requirements for the self-check equipment?
 - 1.3.5.11. Can CDs/DVDs be read when stacked on your self-check equipment? What is the error rate? What is your media solution—hub tags, booster antennas, other?
 - 1.3.5.12. Does your firm supply special-purpose materials, security cases, or devices? If yes, describe and include photos or cutsheets. If you are proposing the use of such security devices, include this in your Cost Proposal.
 - 1.3.5.13. Do you offer purchase or lease options for kiosks?



Proposal Format

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

1.3.6. Fines/Fees Option

- 1.3.6.1. What third-party payment options or software, such as Certified Payments, PayPal, Comprise, Apple Pay, or Google Pay are compatible with your system?

1.3.7. Security Gates

- 1.3.7.1. What is/are the proximity requirement(s) for RFID tags to the gates for the gates to function correctly? That is, how far away from the gates may an RFID tag be and still be "read"? Are the vertical and horizontal distances different or are they the same?
- 1.3.7.2. Can your security system software be retrofitted into any existing security gates? If so, include this feature in your Cost Proposal.
- 1.3.7.3. What electrical or network connections are required for the gates? What are the power requirements for the gates? Do gates need to be on a dedicated circuit?
- 1.3.7.4. Can gates be put on a UPS for backup power?
- 1.3.7.5. What configuration features are available for "tuning" or managing security gates? Can authorized staff directly access and manage these configuration features?

1.3.8. Dispensing Devices, including Lockers, Shelves, etc.

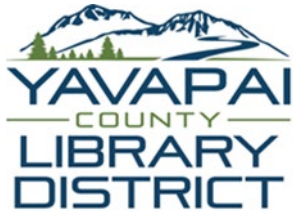
- 1.3.8.1. Does your firm offer any materials dispensing or disbursing equipment or services (kiosks or vending-style equipment such as lockers)? If so, describe in some detail your materials dispensing product(s) and its/their features.
- 1.3.8.2. What is the optimal temperature range for these devices?
- 1.3.8.3. Can your software be integrated with or used alongside third-party dispensing or disbursing equipment?
- 1.3.8.4. If not, does your firm plan to develop such materials dispensing equipment?

1.3.9. Portable Handheld Readers/Inventory Wands

- 1.3.9.1. Describe and provide a sample of the reader's output. Can output be downloaded in Comma Separated Values (CSV) or other easily accessible data format?
- 1.3.9.2. Can your software be installed on library-purchased, third-party equipment such as tablets?

1.3.10. Automated Materials Handling

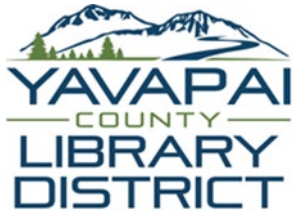
- 1.3.10.1. What are the dimensions (HxWxD) of conveyors that are available in modular format, for connecting intake and staff induction stations to sorting facilities?
- 1.3.10.2. What is the space you recommend as free space adjacent to your sorting conveyors and bins? That is, how much maneuver and access room do you recommend between walls and sorting bins when the bins are docked at a sorting station?
- 1.3.10.3. What are the dimensions of your sorting bins, and how much space in square feet do you recommend for storing sorting bins for a library with a three-bin and five-bin sorting system, including storage space for three to nine spare bins?



Proposal Format

Solicitation No: RFP #26-001
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- 1.3.10.4. What type of sorting bins are available for use (smart bins, bins with float trays that lower or elevate items in it, etc.)? Do bins contain batteries that require charging?
- 1.3.10.5. Should YLN decide at a later date, after initial purchase, to add additional sorting stations or additional bins, is your product modular enough to permit the addition without replacing existing equipment? Estimate the amount of downtime required to install the additional equipment.
- 1.3.10.6. How does the sorting system handle items that are trapped upon check-in to fill a hold?
- 1.3.11. Technical and Network Features
 - 1.3.11.1. Describe the control features of your sorting equipment. What operating system does the controller use?
 - 1.3.11.2. Does your firm provide source code for the controller(s) in the system?
 - 1.3.11.3. Describe any networking features, remote access features, or remote control features built into your sorting equipment.
- 1.3.12. Sorting Methods and Bins
 - 1.3.12.1. Does your sorting system receive details about the sorting location for each item by querying the ILS?
 - 1.3.12.2. Are sorting bins compatible with other AMH systems from other vendors or are they proprietary to your system?
 - 1.3.12.3. Is the sorting program easy to create and edit? Describe the process of creating and editing the sort program.
- 1.3.13. Propulsion, Controls, and Operation
 - 1.3.13.1. Describe the method(s) by which the conveyor devices operate, including any power transmission features, such as hydraulics or electrical motors.
 - 1.3.13.2. Does your system provide for changing conveyor heights?
- 1.3.14. Processing Rates, Overrides, Safety, and Security
 - 1.3.14.1. What is the capacity in number of items/hours of the staff induction station?
 - 1.3.14.2. How does the return system handle items that do not belong to YLN?
- 1.3.15. RFID Software and Applications
 - 1.3.15.1. What software or applications does your firm offer for use with your devices?
 - 1.3.15.2. What licensing model is used for your software?
 - 1.3.15.3. What cooperation, services, or software will be required of our ILS vendor during the project?
- 1.3.16. Backwards Compatibility
 - 1.3.16.1. Do your RFID equipment and tags work with Feig and Tagsys RFID antennas and security gates?



Yavapai County Free Library District



Proposal Format

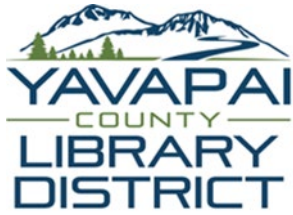
Solicitation No: RFP #26-001
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- 1.3.16.2. Does your RFID equipment work with legacy printers and barcode scanners?
- 1.3.17. Statistics and Reports
 - 1.3.17.1. Can reports be run by the end user?
 - 1.3.17.2. Can reports be exported in Excel and PDF formats?
 - 1.3.17.3. How long are statistics kept in the system?
- 1.3.18. Hardware Status Reporting Feature
 - 1.3.18.1. Detail the features and capabilities of any real-time detailed monitoring key components.
- 1.3.19. Installation, Services, and Support
 - 1.3.19.1. Provide a summary implementation plan.
- 1.3.20. Training and Documentation
 - 1.3.20.1. Describe your ability to provide introductory training on-site at YLN at the time of installation/implementation.
- 1.3.21. Ongoing Product Development
 - 1.3.21.1. Does your firm have a product enhancement program to bring new or upgraded functionality into the RFID systems?
- 1.3.22. Maintenance and Support
 - 1.3.22.1. What is the typical response time for support?
 - 1.3.22.2. What is the estimated travel time for service personnel to reach Yavapai County from the service facility?
 - 1.3.22.3. Confirm an understanding of the terms and conditions related to travel expenses.
- 1.4. Technical Functionality. **Attachment 3, Technical Functionality** is represented in Excel format and this file shall be used for electronic upload of the required information for evaluation purposes. **This information shall support the narrative proposal response.**
- 1.5. Product Catalog. Vendor shall provide a product catalog or catalog-equivalent listing identifying all RFID, AMH, software, accessories, and related services offered. The catalog shall clearly identify manufacturer, model number, description, and standard list (catalog) pricing for each item. Details should be provided if no discounts are offered, or if specific discounts apply to categories, sections, or individual products.

2. Experience of the Firm

The Offeror must provide a narrative response, in no more than five (5) pages, to describe the following, as related to the Scope of Work:

- 2.1. Qualifications and Experience. Describe the qualifications and experience of the key personnel to be assigned to the YLN. Describe your proposed project management structure for the implementation, and related activities, including the dedicated staff and related credentials.



Yavapai County Free Library District



Proposal Format

Solicitation No: RFP #26-001
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- 2.2. Key Personnel. Include Name, Title, areas of expertise related to the Scope of Work, years within the firm and contact details. The proposed role, including functions and tasks for which they will have prime responsibilities, should also be included if not identified above.
- 2.3. Third-Party Providers. The firm shall detail all services that will be performed with any subcontractor, consultant, or third-party provider. Vendor shall provide a list of the primary and any secondary locations of technicians or approved third-party contractors who will provide any services under the contract. This listing shall include all relevant details including:
 - 2.3.1.1. City and state of each technician or contractor location;
 - 2.3.1.2. Whether services are provided by direct employees or third-party subcontractors; and
 - 2.3.1.3. Average and maximum estimated travel times to Yavapai County, Arizona.
- 2.4. Questionnaire. **Attachment 2, Questionnaire** is represented in Excel format and this file shall be used for electronic upload of the required information for evaluation purposes. **This information shall support the narrative proposal response.** This Questionnaire provides the Company Profile, which provides Company Structure, Financial Stability, Management & Operations and References information. Failure to provide the Questionnaire shall be considered non-responsive.

3. Cost

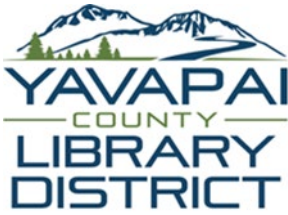
- 3.1. **Attachment 4, Proposal Cost Form** is represented in Excel format. The form shall be used for electronic uploading the requested cost evaluation information. Failure to provide the Proposal Cost Form shall be considered non-responsive.

4. Other Required Forms

- **Signed Offer and Acceptance form (Attachment 1)**
- **Proposal Cost Form PDF version (Attachment 4)**
- **Notarized Non-Collusion Affidavit (Attachment 5)**
- **Conformance and Disclosure Statements (Attachment 6)**
- **IRS W-9 Form (Attachment 7)**
- **ALL Amendment(s)**, if applicable, signed and dated.
- Any other type of agreement the Firm requests shall be included in the proposal.

5. Confidential/Proprietary Information (if applicable)

- 5.1. All information or sections requested for confidential/proprietary or trade secret consideration and review shall be included in this area in accordance with A.A.C. R2-7-C317.



Yavapai County Free Library District



Attachment 1 Offer and Acceptance Form

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

The Undersigned hereby offers and agrees to furnish Automated Circulation Solutions in compliance with the Solicitation indicated above and our Offer indicated by the authorized signature below.

Company Name		Contact and Printed Name of Person Authorized to Sign Offer: Title:
Arizona Transaction (Sales) Privilege Tax License No.		
Federal Employer Identification No.		
Street Address		Phone
City		E-mail
State	Zip	Signature

CERTIFICATION

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9, and 2023-01, or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause may result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
7. In accordance with A.R.S. § 35-394, the Bidder does not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China and for the duration of the contract.
8. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

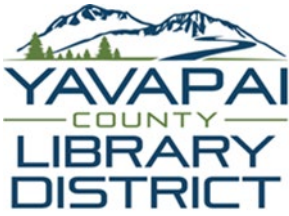
ACCEPTANCE OF OFFER (To be executed by the YCFLD)

The Offer is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by the Yavapai County Free Library District, in accordance with Solicitation No. RFP #26-001, including all terms, conditions, specifications, and amendments. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until authorized in writing. This Contract shall be referred to as **#26-001 Automated Circulation Solutions** and effective the award date unless otherwise noted.

Awarded this ____ day of _____, 20____

Effective Date _____, 20____

AUTHORIZED SIGNATURE



Yavapai County Free Library District



Attachments 2-4 Bonfire Forms

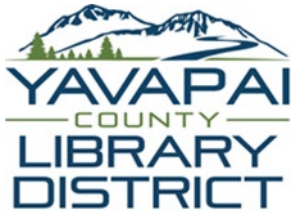
Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

Attachment 2, Questionnaire (Q-02NS) is represented electronically in Excel format and shall be used for uploading into the Bonfire portal. This form provides the Company Profile, including Company Structure, Financial Stability, Management & Operations and References.

Attachment 3, Technical Functionality (Q-35NY) is represented electronically in Excel format and shall be used for upload of the proposed solution Technical Requirements.

Attachment 4, Proposal Cost Form (BT-17DF) is represented electronically in Excel format and shall be used for uploading costs and scenarios into the Bonfire portal.

Failure to provide these Attachments electronically as requested in Bonfire shall result in rejection of the Proposal.



Yavapai County Free Library District



Attachment 5 Non-Collusion Affidavit

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

State of _____ County of _____

)
) ss.
)

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Title)

(Company Name)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror; and

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the YCFLD.

(Signature of Person Authorized to Sign Offer)

(Title)

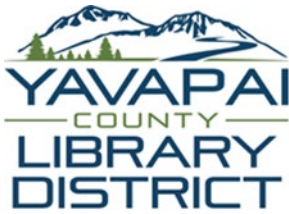
Subscribed and sworn to before me

This _____ day of _____, 20 _____

Signature of Notary Public in and for the

State of _____

County of _____



Attachment 6 Conformance and Disclosure Statements

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

1. In accordance with A.A.C. R2-7-C317, Confidential/Proprietary Information:

- ☐ This response does not contain confidential/proprietary or trade secret information. I understand that my entire response will become public record.
- ☐ This response DOES contain trade secret information because it contains information that:
 1. Is a formula, pattern, compilation, program, device, method, technique or process, AND
 2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; AND
 3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103, that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of "trade secret" will be the same as that set out in A.A.C. R2-7-101(52).

NOTE: Failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. YCFLD may make its own determination on materials in accordance with A.A.C. R2-7-103.

If YCFLD agrees with Offeror's designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, Offeror agrees that the entire Offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Offeror agrees to indemnify and hold YCFLD, its agents and employees, harmless from any claims or causes of action relating to YCFLD's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by YCFLD in defending such an action.

The appropriate supporting information shall be included to assist the County in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

2. In accordance with the Scope of Work, Terms and Conditions and Instructions:

Firm acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As outlined on this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform and Special Instructions for Offerors, Uniform and Special Terms and Conditions, Scope of Work, Specifications and Solicitation Amendments (if any).

- ☐ Firm takes **no** exceptions, deviations or modifications to any sections or information found within the RFP. *(Note: If none are listed on or attached to this form, it is understood that no exceptions/deviations are taken.)*



Yavapai County Free Library District



Attachment 6 Conformance and Disclosure Statements

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

- ☐ Firm requests the exceptions or modifications set forth below and/or attached. Describe exceptions taken (attach additional pages if needed):

All requested exceptions/deviations must be clearly explained. The specific language including page, section and item shall be listed for consideration. The exception/deviation must be fully listed including any proposed alternative language or terms. Unacceptable exceptions shall not be considered for award. The County shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.

3. In accordance with A.R.S. § 38-511, Conflict of Interest:

As a public institution and political subdivision of the State of Arizona, Yavapai County (the County) has established policies and procedures for reviewing and addressing conflicts of interest between County officials/employees and suppliers and otherwise ensuring compliance with Arizona Revised Statute 38-502 et seq., regarding conflict of interest.

As part of this process, you, the Supplier, are asked to disclose any and all potential conflicts of interest to the County for appropriate review and disposition. Examples include, without limitation, a County official/employee having an ownership interest in your business, your business being owned by a relative of a County official/employee, and your business sponsoring engagements or other activities with which the County officials or employees are involved.

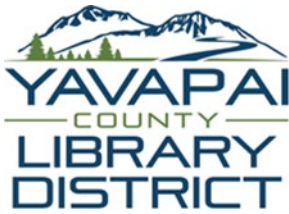
Your failure to complete and return this disclosure form may result in a delay of payment, the termination of your contract and/or suspension of your status as a responsive and responsible provider of goods or services to the County.

Your obligation with regard to the disclosure of conflicts of interest is ongoing; therefore, we ask that you promptly notify the County should you become aware of any potential conflict following the submission of this form. At the County's discretion you may be asked to update this information periodically.

One of the following must be selected:

- ☐ **I AM NOT** aware of any relationship between the Supplier and a County official/employee which could result in potential personal gain for the County official/employee or which could enable the County official/employee to influence the Supplier relationship for perceived personal gain.
- ☐ **I AM** aware of a relationship between the Supplier and a County official/employee which could result in potential personal gain for the County official/employee or which could enable the County official/employee to influence the Supplier relationship for perceived personal gain.

Official/Employee Name	Nature of Relationship



Yavapai County Free Library District



Attachment 6 Conformance and Disclosure Statements

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

By signing this form, you represent and affirm that you have proper authority to act on behalf of the Supplier and that the foregoing statements are true and correct to the best of your knowledge. The Undersigned has read and understands the above and agrees to be bound by the statements, rules and principles represented herein and in accordance with the provisions of the Arizona State Statutes and Yavapai County Procurement Rules regarding personnel, conflict of interest, confidentiality, and procurement.

4. **Per A.R.S. §35-393.01, the Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as defined by A.R.S. §35-393.01.**
5. **Per A.R.S. §35-394 et seq., the Contractor hereby certifies to not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.**

NON-CONFORMANCE (NOTE: additional details are required.)

- ☐ This response does contain confidential/proprietary or trade secret information because of the reasons(s) listed below and/or attached.
- ☐ Firm requests the exceptions or modifications set forth on this form and/or attached.
- ☐ The following Conflict(s) of Interest exists listed on this form and/or attached.
- ☐ The firm does not certify compliance with A.R.S. §§35-393.01 and/or 35-394.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition. Any deviations, exceptions or modifications to the request may be considered non-responsive.

If the YCFLD agrees with the offeror's designation of confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

Company Name

Authorized Representative Signature

Address

Printed Name

City State Zip

Title

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number											
				-				-			
or											
Employer identification number											
					-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
------------------	--------------------------	------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

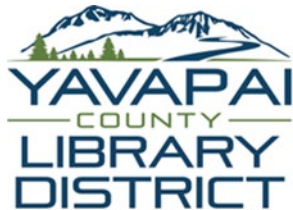
What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Yavapai County Free Library District



Exhibit A Electronic Submission Instructions

Solicitation No: RFP #26-001
Description: Automated Circulation Solutions

The YCFLD will utilize an online public portal known as Bonfire for electronic submission of competitive sealed Proposals for the evaluation of this solicitation. Bonfire is an electronic portal for receiving, opening, and recording bids, proposals, and submittals digitally, available through the procurement consultant, Sunny Path Associates, assisting with the project. Offeror is fully responsible for reviewing the solicitation in its entirety and including all requested and applicable information. **The YCFLD will not assume responsibility for any costs related to the preparation or submission of the physical or electronic Proposal.**

1. Prepare proposal submission materials.

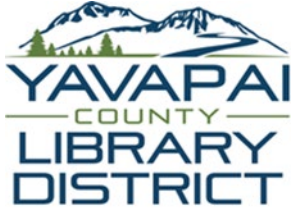
Requested Information	File Type	# Files	Required
1. Experience of the Firm	PDF	1	YES
2. Method of Approach	PDF	1	YES
3. Attachment 2, Questionnaire (Q-02NS) <i>The Response Template for this Questionnaire is provided in Excel format.</i>	EXCEL Questionnaire	1	YES
4. Attachment 3, Technical Functionality (Q-35NY) <i>The Response Template for this Questionnaire is provided in Excel format.</i>	EXCEL Questionnaire	1	YES
5. Attachment 4, Proposal Cost Form (BT-17DF) <i>The Cost Form for this Bid Table is provided in Excel format.</i>	EXCEL BidTable	1	YES
6. Product Catalog	PDF	Multiple	YES
7. Other Required Forms	PDF	1	YES
8. Confidential/Proprietary Information	PDF	Multiple	Optional

- Note the format or type and number of files allowed. The maximum upload file size is 1000 MB.
- Do not embed any documents within your uploaded files, as they will not be accessible.
- Text fields have a limit of 2000 characters.

2. Upload your proposal submission at <https://sunnypathassoc.bonfirehub.com/opportunities>.

- Proposals must be uploaded, submitted, and finalized prior to the Closing Time of:

FEBRUARY 19, 2026 AT 1:30 PM MST (LOCAL, ARIZONA TIME)



Yavapai County Free Library District



Exhibit A Electronic Submission Instructions

Solicitation No: RFP #26-001
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- It is strongly recommended that sufficient time is allotted and at least ONE (1) day before Closing Time to begin the uploading process and to finalize.

3. Important Notes

- Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed.
- An email confirmation receipt will be sent with a unique confirmation number once a submission is finalized.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

4. Technical Assistance

- A. Contact Bonfire at **Support@GoBonfire.com**.
- B. Visit the help forum at **<https://bonfirehub.zendesk.com/hc>**.
- C. Call by phone at 1.800.354.8010 Ext. 2.
- D. Hours are limited to 5:00 AM-5:00 PM MST (local time)

**The electronic Proposal must be uploaded into the areas outlined using the Bonfire portal via:
<https://sunnypathassoc.bonfirehub.com/opportunities>**