



"The Cedar Rapids Public Library is a passionate advocate for literacy and lifelong learning."

Request for Proposal

Release-January 26, 2017

Due – February 13, 2017

Library Video Storytelling Project Cedar Rapids Public Library

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SECTION ONE- Our Objective

1.1 The Cedar Rapids Public Library is seeking proposals from a professional firm for the creation and implementation of a video storytelling project. The Cedar Rapids Public Library seeks to increase advocacy through a project utilizing video as the main communication media.

To be considered responsive, all responders must submit complete documents as required in this request for proposals (RFP).

The scope of work, proposal requirements and responder selection process are contained in the body of the RFP.

SECTION TWO- Project Environment and Scope

2.1 The value of public libraries is immeasurable and yet the challenges faced by these great institutions increase on an annual basis. Funding is being cut nationwide. Libraries are closing their doors or cutting back on service hours, just as most are seeing a dramatic increase in usage. The value of the Cedar Rapids Public Library (Library) to the public it serves is not always clearly communicated.

The Library seeks qualifications from professional firm(s) for the creation, implementation and promotion of a video storytelling project that successfully advocates for the Library and positions the Library as an invaluable and necessary resource in our community. This project should include working with Library staff to create and develop content, as well as training Library staff to use the technology and processes in order to best use video.

Respondents are requested to submit a proposal including (but not limited to) process for developing storytelling projects, promotional recommendations once video is created, references and any other pertinent data. Respondents to this RFP understand that information they provide may be used in whole or in part by the Library. Response to this RFP does not legally bind the respondent to the Library in any way, nor the Library to the respondent. All submissions are welcome and due by 3 pm **February 13** at the Cedar Rapids Public Library, 450 5th Avenue, Cedar Rapids, Iowa 52401. Please submit one original and two copies. No fax or email submissions will be accepted. Sealed envelopes should be clearly marked: RFP: VIDEO STORYTELLING.

Questions shall be for clarification purposes only. All questions must be submitted by February 3, 2017 by 12:00 Noon. All questions must be submitted by email to Amber

Mussman at mussmana@crlibrary.org. Questions will be answered through an Addendum and will be posted on the Library website (www.crlibrary.org/rfp) 48 hours before the closing date.

All information given by the Library except by written addendum shall be informal and shall not be binding upon the Library nor shall it furnish a basis for legal action by any proposer or potential proposer against the Library.

This RFP does not commit the Library to select any Respondent or enter into any contract agreement. The Library reserves the right to accept or reject any or all proposals; to waive any informalities, and if it is deemed to be in the public's best interest, to enter directly into negotiations with one or more Respondents based on responses to the RFP, or to request additional information from some or all Respondents.

2.2 Schedule

The Library and the winning consultant will discuss and agree upon a time line and deadline inclusive of goals and performance benchmarks for implementation of the development, production, and promotional campaign.

2.3 Scope

The Cedar Rapids Public Library is seeking proposals from a professional firm for the creation and implementation of a video storytelling project. The Cedar Rapids Public Library seeks to increase advocacy through a project utilizing video as the main communication media.

We seek a firm to develop the strategy and implement certain elements of the project, as well as assist with staff training and promotion of the project.

2.3.1 Outline of Project Expectations

- a) Description – A series of 2 - 3 short videos, no more than 3.5 minutes in length, covering various issues related to libraries and library service in the City of Cedar Rapids.
- b) Staff training on creating and disseminating video projects
- c) Audience – Citizens of Cedar Rapids, public officials
- d) Purpose – Educate the public on library services and value
- e) Delivery Media – The finished product will be distributed by the Library primarily through the internet and social media
- f) Time Frame / Deadline – Completion by October 2017

2.3.2 Responsibilities of Contractor shall include, but not be limited to, the following:

- g) Contractor shall be responsible for strategizing, scripting, casting, filming, editing, audio, and providing files of the finished videos that are suitable for HD viewing and internet distribution.

- h) Provide a storyboard prior to production – Contractor shall work with Library staff to create and detail the progression of the images and script to allow for changes prior to production.
- i) Creation of graphics and animation to fit the script – The Library may provide some guidance and pictures to aid in the development of the videos, but the Contractor shall secure or produce all images needed to complete each video.
- j) Contractor shall provide all audio and visual equipment and all other components needed to complete production of videos, including stock footage, audio clips, voice talent, design elements, music elements, etc.
- k) Contractor shall provide organizational team to shoot video elements, provide post-production editing and graphic elements for final piece, and manage event coordination and execution of production.
- l) Contractor shall utilize high end professional HD video cameras and supporting equipment.
- m) Contractor shall allow the Library to make up to two minor and two major revisions to final edit of videos.
- n) Contractor shall work with select Library staff on the development and production of videos, including production, editing, and equipment.
- o) Deliver a master DVD and a digital copy of each completed video for website (file type TBD) to the Library no later than October 31, 2017.

2.4 Artwork:

All originals, photographs, artwork, paste-ups, negatives and digital media used in the production of the videos shall remain and/or become the property of the Library. All artwork, paste-ups, negative and digital media shall be in a reusable condition and any damage shall be considered the responsibility of the Contractor. In some cases the Library may elect to leave that artwork with a particular bidder but the Library's ownership of the artwork is not relinquished.

2.5 Deliverables to Include:

- A brief history of the Company, including the year the Company was established and where various offices are located.
- The proposed team members for this particular project, resumes and/or biographical information for all team members, their proposed roles, and their relevant experience.
- Narrative as to why your Company is best suited to perform this project.
- The team's project experience as it relates specifically to this project.
- At least two examples of past projects.
- A list of projects that team members have completed within the last two (2) years, which shall include, at a minimum, the names of the projects, their locations, and then names,

titles, phone number and email addresses of the persons which the Library may contact for references.

- The team's proposed process including timeline.
- A detailed cost proposal.

2.6 Cover Letter

The cover letter shall: 1) confirm that all elements of this RFP have been reviewed and understood, 2) include a statement of intent to perform the services as outlined, 3) express the Company's willingness to enter into an Agreement under the terms and conditions prescribed in this RFP.

2.7 Eligibility

The Library will select firms from those submitting proposals for subsequent interviews and fee proposals as necessary. The firm chosen for this project will be in accordance with a quality based selection process.

Significant consideration will be given to proposals that demonstrate an understanding of our community, libraries, and the ability to build consensus from a diverse group of stakeholders. Minimum qualifications include:

1. Demonstrated success in developing and supporting communications, content development, art direction, messaging, and the ability to create and implement a successful storytelling project.
2. Demonstrated experience with planning and coordinating video shoots.
3. Experience in traditional and non-traditional storytelling tactics.
4. Demonstrated excellence in communication skills and understanding of local and national media outlets.

2.7.1 Proposer shall not have any pending criminal charges against the firm, principal owners, partners, corporate officers, or management employees.

SECTION THREE- Notice of Request for Proposals

3.1 Receipt and Opening of RFP

Date of Issuance January 26, 2017

Deadline for Questions February 3, 2017

Deadline for Submittal February 13, 2017

Address Sealed RFPs exactly as stated to:

Sealed RFP – Library Video Storytelling Project
Amber Mussman
450 5th Avenue SE
Cedar Rapids IA 52401

Method of Submittal

Mail, Overnight Delivery or In Person
RFPs sent via facsimile or by e-mail will not be accepted.

Please submit one (1) original and two (2) copies of your proposal.

Contact Person,

Please send any question about your response’s preparation or about solution specifications or deliverables to: Amber Mussman, mussmana@crlibrary.org by no later than Noon, February 3, 2017.

3.2 The Library reserves the right to accept or reject any or all RFPs and to waive any informality if such waiver does not substantially change the proposal or provide a competitive advantage to any Company.

3.3 The Library is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the Library, or any other means of delivery employed by the Proposer.

Similarly, the Library is not responsible for, and will not open, any RFP responses that are received later than the date and time stated above. Late RFPs will be retained in the RFP file, unopened. No responsibility will be attached to any person for premature opening of an RFP not properly identified.

3.4 RFPs will be opened on Monday, February 13 at 3:00 pm (our clock) CDT in the Conference Room, Cedar Rapids Public Library, 450 5th Avenue SE, Cedar Rapids, Iowa. *Only the names of companies who submitted RFPs will be revealed.* The main purpose of this opening is to reveal the name(s) of the Proposer(s), not to serve as a forum for determining the awarded RFP(s).

3.5 Proposals will be evaluated promptly after opening. Proposals may be withdrawn any time prior to the scheduled closing time for receipt of proposals.

SECTION FOUR-Instruction to Proposers

4.0 Wherever requested throughout this document, a company representative who is authorized to bind the Company will sign on behalf of the company to indicate to the Library that you have read, understand and will comply with the Instructions and all Terms and Conditions attached hereto. The Cedar Rapids Public Library reserves the right to reject any or all proposals, and to

accept in whole or in part, the proposal, which, in the judgment of the proposal evaluators, is the most responsive and responsible proposal.

4.1 This Request for Proposal does not commit the Library to make an award, nor will the Library pay any costs incurred in the preparation and submission of proposals, or costs incurred in making necessary studies for the preparation of proposals.

4.2 Addenda

4.2.1 Any matter of this RFP that requires explanation or interpretation must be inquired into by the Company in writing by February 3, 2017. E-MAIL all questions to Amber Mussman (mussmana@crlibrary.org). Any and all questions will be responded to in the form of written addenda to all Companies. All addenda that you receive shall become a part of the Contract Documents and shall be acknowledged and dated on the bottom of the Signature Page. All Addenda will be posted on the Library's website, <http://www.crlibrary.org/RFP>. It is the Proposer's responsibility to check for addenda.

4.3 Important Exceptions to Contract Documents - The Company shall clearly state in the submitted documents any exceptions to, or deviations from, the minimum requirements, and any exceptions to the terms and conditions of this RFP. Such exceptions or deviations will be considered in evaluating the proposals. Any exceptions should be noted on the Signature Page. Companies are cautioned that exceptions taken to this RFP may cause their proposal to be rejected.

4.4 Incomplete Information - Failure to complete or provide any of the information requested in this Request for Proposals, including references, and/or additional information as indicated, may result in disqualification by reason of "non responsiveness".

SECTION FIVE- Special terms and conditions

5.0.1 A Contract shall be prepared by the Library and signed by the Library Director, assuming the requirements (if applicable) have been met. Each section contained herein, any addenda and the response from the successful Company shall also be incorporated by reference into the resulting agreement. Similar products and/or services may be added and pricing negotiated during the term of the contract.

5.0.2 No price escalation will be allowed during the initial term of the contract. If it is mutually decided to change or add to the scope of the project, the Company shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, etc which reflect said increases. The Library reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.

5.1 Agreement Forms

- 5.1.1** If a Proposer intends to request that the Cedar Rapids Public Library enter into any agreement form in connection with the award of this contract, the form must be submitted with the proposal for review by the Library's legal counsel during the evaluation of proposals. If such agreement requires that payments be remitted to other than the Proposer, the Proposer shall indicate the name and address of the firm to whom Proposer would request payments to be made, and the firm's relationship to the Proposer.
- 5.1.2** Proposers are advised that in the event any such agreement contradicts the Cedar Rapids Public Library requirements, the proposal may be rejected due to the contradiction unless Proposer indicated deletion of such clauses.
- 5.1.3** If no agreement form is included with the proposal, no such form will be approved by the Library during the evaluation or award processes, or following award of contract.

5.2 Term of Payment

- 5.2.1** Services authorized under this contract shall be submitted on a monthly basis and will be paid monthly.
- 5.2.2** For accounting purposes, detailed schedules and supporting documentation apportioning the cost of time under this contract shall be included with Contractor's invoice. The schedules shall be backed up with supporting information in the format the Library requests. Violation of this provision by Contractor shall constitute a material breach of this contract. Any schedule submitted may be utilized for payment requests only after it has been acknowledged, in writing, as acceptable by the Library's Finance Department.
- 5.2.3** All invoices, and supporting documentation shall be submitted at the intervals as agreed upon either:
 - 5.2.3.1** In a pdf format via e-mail to: mussmana@crlibrary.org, or
 - 5.2.3.2** Via US mail to: Amber Mussman, Cedar Rapids Public Library, 450 5th Avenue SE, Cedar Rapids, IA 52401.
- 5.2.4** If Contractor, or any of its subcontractors, exceeds the actual costs for any reason before the Library is notified in writing; the Library has the right, at its discretion, to deny reimbursement for that work.
- 5.2.5** The Library may withhold payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.

SECTION SIX—Submission Instructions and Requirements

6.1 Your proposals should contain these elements:

1. A brief history of the Company, including the year the Company was established and where various offices are located.

2. The proposed team members for this particular project, resumes and/or biographical information for all team members, their proposed roles, and their relevant experience.
3. Narrative as to why your Company is best suited to perform this project.
4. The team's project experience as it relates specifically to this project.
5. A list of projects that team members have completed within the last two (2) years, which shall include, at a minimum, the names of the projects, their locations, and then names, titles, phone number and email addresses of the persons which the Library may contact for references.
6. The team's proposed process including timeline.
7. A detailed cost proposal.
8. Please provide 3 copies of your response.
9. Contract Negotiation - The preferred vendor will be contacted by the Cedar Rapids Public Library and will enter into contract negotiations. This discussion will finalize any contract terms, implementation process, and acceptance criteria.
10. Contact information of your company's representative. Please provide us with someone who has detailed knowledge of your proposal and solutions and can make commitments during negotiations. – Name, Address, email address, and phone number.
11. Proposals must remain valid for 180 days after the closing of the RFP Period.

6.2 Acceptance Testing Period

This solicitation does not commit CRPL to award a contract, to pay any costs incurred in the preparation of a proposal, or to procure or contract for the articles of goods or services. The Library reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this proposal, if it is in the best interests of the Library to do.

SECTION SEVEN—Vendor Selection

It is the intent of CRPL to select only responsible and responsive firms. This RFP does not constitute a commitment to procure any of the services proposed.

- 1) **Right of Acceptance and Rejection:** CRPL reserves the right to accept or reject any or all proposals and to waive any formalities, informalities, and deviations, which, in its opinion, best serve the interests of CRPL. CRPL is not bound to accept the lowest priced proposal.
- 2) **Negotiation:** Subsequent to the proposal due date, CRPL reserves the right to negotiate terms and conditions with vendors. CRPL reserves the right to negotiate modifications to a proposal with a single vendor without obligation to negotiate similar modifications with other vendors. CRPL reserves the right to award its total requirements to one vendor or a portion of its requirements among as many vendors as CRPL may deem to be in its best interest.
- 3) **Negotiations may or may not be conducted with vendors.** It is expected that your proposal will include your most favorable terms and conditions.
- 4) **Basis of Award:** An evaluation team will judge the merit of proposals received in accordance with the general criteria defined within this RFP. The following criteria will be taken into consideration when making evaluations of proposals. This list is not intended to be exhaustive:
 - a) **Completeness of Proposal** - Were all items in the RFP addressed with all information requirements supplied?
 - b) **References** - Quality of provided references, similarity to CRPL and the information they provide about the vendor, vendor relationship and quality of service received.
 - c) **Background and Experience** - The vendor and any other sub-vendors' business experience in this field.
 - d) **Pricing** - CRPL is looking for the best-value proposal that includes all cost aspects of service.
 - e) **Scoring and vendor selection** - All proposals will be given thorough review. Selection will be based on weighted results from the RFP or meet performance and technical requirements. These include but are not limited to:
 - i) Ability to perform all required tasks
 - ii) Price for total service
 - iii) Quality of references
 - iv) Quality of Service as compared to competitors and references either provided or discovered.
 - v) Any other items deemed in the best interests of CRPL.

Failure to follow directions or provide all requested information may cause your proposal to be rejected.

SECTION EIGHT-Evaluation Criteria

8.1 In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

1. Qualifications and Experience
 - a. Relevant experience of key personnel

- b. Quality of samples provided
 - c. Use of strategic messaging
 - d. Feedback from references
 - e. Knowledge, experience and demonstrated success with providing video services for other organizations
 - f. Design technology/software used by the proposer
 - g. Financial responsibility/stability
2. Cost effectiveness
3. Company Responsiveness to RFP
- a. Total scope of services proposed
 - b. Demonstrated understanding of scope of services
 - c. Responses to overall proposal and compliance with submission guidelines
 - d. Proposal presentation (completeness, organization, appearance, etc)

Financial terms will not be the sole determining factor in the award. To determine the award the Library will use a proposal evaluation method that will enable them to award a contract to the Proposer offering services and experience that represents the best overall value to the Library.

8.2 Proposal Evaluation Procedures – Proposals will be evaluated individually by a proposal evaluation team (hereinafter referred to as Team) using the Proposal Evaluation Criteria as listed above.

- Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the Library’s requirements. Each prospective company is assured that any proposal submitted will be evaluated independently using the best available information and without any foregone conclusions.
- Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.
 - If presentations or conference calls have been conducted, representatives for each proposal deemed to be within the competitive range will be given a written clarification of any aspect of the solicitation that was requested by one or more evaluators. Clarifications may also be issued if an evaluation team member regards such as being necessary to make a fair and reasonable determination of the proposal to accept. In addition, each Proposer deemed to be within the competitive range may be invited to submit a "best and final offer" if such seems appropriate under the clarifications issued to the provisions and specifications of this solicitation. Please note that guidance would also permit procurement participants to determine that only one proposal is within the "competitive range". If such were to be determined, the procurement administrator would then enter into negotiations with the Proposer offering the greatest value proposal in

efforts to arrive at a purchase price that is deemed fair and reasonable based on price or cost analysis.

- A Proposer's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

SECTION NINE –RFP schedule of Events

9.1 The RFP schedule shown below is set forth for information and planning purposes.

The Library may change these dates by addenda sent to prospective vendors or during the negotiation process.

Activity	Date
RFP released	January 26, 2017
Questioned due	February 3, 2017
Addendum released	February 8, 2017
Responses Due	February 13, 2017
CRPL Evaluation of Proposals	February 13-14, 2017
Vendor Selection	February 15, 2017

SECTION TEN—General Terms and Conditions

1. **LANGUAGE, WORDS USED INTERCHANGEABLY** - The word Library refers to the Cedar Rapids Public Library throughout this document. Similarly, Proposer, Contractor, Consultant, Vendor, Supplier refers to the person or company submitting an offer to sell its goods or services to the Library.
2. **PROPOSAL RESULTS AVAILABILITY** - Proposals will be evaluated promptly after opening. NO PROPOSAL RESULTS WILL BE GIVEN OVER THE TELEPHONE. After award, notification will be sent to all companies who submitted a proposal. No Proposal may be withdrawn for a period of sixty (60) calendar days after the Proposal Opening date.
3. **PROPOSER QUALIFICATIONS** - No Proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the Library upon debt or contract, that is a defaulter, as surety or otherwise, upon any obligation to the City of Cedar Rapids, or that is deemed irresponsible or unreliable by the City of Cedar Rapids. If requested, Proposers shall be required to submit satisfactory evidence that they have a practical knowledge of the particular goods/services proposed and that they have the necessary financial resources to provide the proposed goods/services as described in this Proposal document.
4. **PROPOSAL FORM** - Each Proposer must submit an original Proposal and additional copies as required on the forms attached. The Proposer shall sign his/her Proposal correctly, and the Proposal may be rejected if it shows any omissions, alterations of the form, additions not called for in the Proposal, or any irregularities of any kind. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
5. **SPECIFICATION DEVIATIONS BY THE PROPOSER** - Any deviation from the specifications MUST be noted in detail, and submitted in writing on the Proposal Form. Completed specifications should be attached for any substitutions offered, or when amplifications are desirable or necessary. The absence of the specification deviation statement and accompanying specifications will hold the Proposer strictly accountable to the specifications as written herein. Failure to submit this document of specification deviation, if applicable, shall be grounds for rejection of the item when offered for delivery. If specifications or descriptive papers are submitted with Proposals, the Proposer's name should be clearly shown on each document.
6. **PROPOSER REPRESENTATION** - Each Proposer must sign the Proposal with his/her usual signature and shall give his/her full business address on the form provided in this Proposal.
7. **COLLUSIVE PROPOSAL** - The Proposer certifies that the proposal submitted by said Proposer is done so without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same contract, without prior knowledge of competitive prices, and it is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
8. **BROCHURES AND COLLATERAL** - Proposals shall include adequate brochures, latest printed specifications and advertising literature, describing the products offered in such fashion as to permit ready comparison with our specifications on an item-by-item basis where applicable.
9. **SPECIFICATION CHANGES, ADDITIONS AND DELETIONS** - All changes in Proposal documents shall be through written addendum and furnished to all Proposers. Verbal information obtained otherwise will **NOT** be considered in awarding of Proposals.
10. **PROPOSAL CHANGES** - Proposals, amendments thereto, or withdrawal requests received after the time advertised for Proposal Opening, will be void regardless of when they were mailed.
11. **INDEMNIFICATION** - The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the Cedar Rapids Public Library and the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the Library, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or negligent acts, done by the Contractor, its employees, Subcontractors or any independent Consultants working under the direction of either the Contractor or Subcontractor in the performance of this Agreement.

12. **ACCELERATED PAY DISCOUNTS** - Accelerated discounts should be so stated on the Signature Page. If quick pay discounts are offered, the Library reserves the right to include that discount as part of the award criteria. Prices proposed must, however, be based upon payment in net thirty (30) days after receipt, inspection and acceptance. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
13. **AVAILABILITY OF FUNDS** - Purchases under this contract beyond the end of the current fiscal year are contingent upon the appropriation of funds for such purposes during the ensuing fiscal year(s).
14. **PROPOSAL REJECTION OR PARTIAL ACCEPTANCE** - The Library reserves the right to accept or reject any or all Proposals. The Library further reserves the right to waive technicalities and formalities in Proposals, as well as to accept in whole or in part such Proposals where it is deemed advisable in protection of the best interests of the Library.
15. **PROPOSAL CURRENCY/LANGUAGE** - All proposal prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All proposal responses must be submitted in English.
16. **PAYMENTS** - Payments will be made for all goods/services delivered, inspected and accepted net 30 days after receipt of an acceptable original invoice.
17. **MODIFICATION, ADDENDA AND INTERPRETATIONS** - Any apparent inconsistencies, or any matter requiring explanation or interpretation, must be inquired into by the Proposer in writing prior to the deadline set for questions. Any and all such interpretations or modifications will be responded to in the form of written addenda. All addenda shall become part of the contract documents and shall be acknowledged and dated on the Signature Page.
18. **LAWS AND REGULATIONS** - The Agreement shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Agreement throughout, as the case may be.
19. **SUBCONTRACTING** - No portion of this Proposal may be subcontracted without the prior written approval by the Library.
20. **ELECTRONIC PROPOSAL SUBMITTAL** - Proposal submittals sent by electronic devices (e.g. facsimile machines, e-mail) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their bid either by airfreight, postal service, or other means.
21. **MISCELLANEOUS** - The Library reserves the right to reject any and all proposals or parts thereof. The Library reserves the right to inspect Proposer's facilities prior to the award of this proposal. The Library reserves the right to negotiate optional items with the successful Proposer.
22. **MODIFICATION OF AGREEMENT** - No modification of the agreement shall be binding unless made in writing and signed by the Director in the form of a written amendment.
23. **OVERSHIPMENTS, UNDERSHIPMENTS** - Goods shipped in excess of quantity ordered may be returned at Proposer's expense. Similarly, when under-shipments are received, the Library reserves the right to leave the purchase order/contract open until goods/services are received, or to close the transaction if more cost effective for the Library.
24. **CANCELLATION** - Either party may cancel the award in the event that a petition, either voluntary or involuntary, is filed to declare the other party bankrupt or insolvent or in the event that such party makes an assignment for the benefit of creditors.
25. **PATENT GUARANTEE** - Proposer shall, with respect to any device or composition of Proposer's design or Proposer's standard manufacture, indemnify and hold harmless the Library, its employees, officers, and agents, from costs and damage as finally determined by any court of competent jurisdiction for infringement of any United States Letters Patent, by reason of the sale of normal use of such device or composition, provided that Proposer is promptly notified of all such actual or potential infringement suits, and is given an opportunity to participate in the defense thereof by the Library.

26. **TERMINATION OF AWARD FOR CAUSE** - If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the covenants, agreements or stipulations of the award, the Library shall thereupon have the right to terminate the award by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the Library, all finished or unfinished goods/services, reports or other materials prepared by the Contractor shall, at the option of the Library, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory work completed, prepared documents or materials as furnished. Notwithstanding the above, the Contractor shall not be relieved of liability to the Library for damage sustained by the Library by virtue of breach of the award by the Contractor and the Library may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the Library from the Contractor is determined.

27. **TERMINATION OF AWARD FOR CONVENIENCE** - The Library may terminate the Agreement at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished goods/services, reports, materials(s) prepared or furnished by the Contractor under the Agreement shall, at the option of the Library, become its property. If the Agreement is terminated by the Library as provided herein, the Contractor shall be paid for all goods/services which have been authorized, provided, and approved up to the effective date of termination. The Library will not be subject to any termination fees from the Contractor.

28. **FORCE MAJEURE** - Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

29. **ASSIGNMENT** - Proposer shall not assign this order or any monies to become due hereunder without the prior written consent of the Library. Any assignment or attempt at assignment made without consent of the Library shall be void.

30. **EQUAL OPPORTUNITY** - The Contractor and all Subcontractors will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, age, marital status, families with children, sexual orientation, disability or handicap, except where age and sex are essential bona fide occupational requirements, or where disability or handicap is a bona fide occupational disqualification.

31. **SPECIFIC DELIVERY SCHEDULE** Library holiday closures are typically New Year's Day, President's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Deliveries generally will not be accepted on those dates. (Please note these dates on your calendars for deliveries, sales calls, etc. throughout the year.) Notice of a late delivery arrival should be made no more than twenty-four (24) hours prior to the originally scheduled time. Otherwise, the Library may not be available to facilitate the receiving and the shipment will be returned to you or its originating point.

32. **TIME PERIOD** - Offered pricing shall remain firm for a minimum of 60 days after the due date of the Proposal unless indicated otherwise. Accepted pricing shall remain firm for the duration of the Agreement.

33. **EXTENSION** - Any or all of the awards made as a result of this Request for Proposal may be extended for an additional period of time if mutually agreed between the parties.

34. **FREIGHT** - Freight charges are to be included in the quoted price of the goods, rather than as a separate item unless otherwise noted.

35. **FOB POINT** - The FOB Point, In terms of loss or damage, as well as where title to the goods is passed, shall be FOB - Destination.

36. **METHOD OF AWARDING** - The Library reserves the right to make awards based on the entire proposal or on an item by item basis. However if you offer your proposal based on an "all or none" condition, the Library may consider your proposal non-responsive and reject the entire proposal.

37. **TAXES** - The Cedar Rapids Public Library is exempt from sales tax and certain other use taxes. Any charges for taxes from which the Library is exempt will be deducted from invoices before payment is made.

38. **PROPOSAL INFORMATION IS PUBLIC** - All documents submitted with any proposal shall become public documents and subject to Iowa Code Chapter 22, which is otherwise known as the "Iowa Open Records Law". By submitting any document to the Cedar Rapids Public Library in connection with a proposal, the submitting party recognizes this and waives any claim against the Cedar Rapids Public Library and any of its officers and employees relating to the release of any document or information submitted. Each submitting party shall hold the Cedar Rapids Public Library and its officers and employees harmless from any claims arising from the release of any document or information made available to the Cedar Rapids Public Library arising from any proposal opportunity.

39. **NO GIFT STANDARD** - The Cedar Rapids Public Library is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a Library employee and not available to the general public, regardless of the value.

40. **SUSPENSIONS AND DEBARMENT** - The Contractor certifies pursuant to 48 CFR Part 9 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal agency. The Contractor certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the Cedar Rapids Public Library, the City of Cedar Rapids or the State of Iowa.

SECTION ELEVEN—Signature Page

The undersigned Proposer, having examined these documents and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth; and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: _____

Address: _____

City: _____ County: _____ State: _____ Zip: _____

Authorized Representative: (print) _____ Title: _____

Authorized Signature: _____

Date: _____ Email: _____

Phone: _____ Fax: _____

Firm Pricing

Offered pricing shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted pricing shall remain firm for the duration of the contract.

Payment Method

Do you accept a credit card for payment of purchases? Yes No

Quick Pay Discount

If you provide a discount for quick payment, please state the discount and terms: ___ % ___ days

Does the discount apply to payments made by MasterCard? Yes No