

Company Name:



INVITATION TO RESPOND

November 17, 2016

REQUEST FOR NONPRINT MEDIA AND PROCESSING SERVICES		
RFR NUMBER	M302	
DUE DATE	2:00 PM	Wednesday, January 18, 2017

Dear Sir/Madam:

The Connecticut Library Consortium (CLC), on behalf of its over 800 members, invites bids for the purchase of nonprint media and processing services. This Invitation to Bid will create a two (2) year contract with two (2) possible extensions of one (1) year each for a total of four (4) years of contract duration. Although no guarantees are made, based on past years' member spending, this contract could generate greater than 2 million dollars of annual order volume. The contract will commence on March 1, 2017 and run through February 28, 2019, unless extended. See Section 3.9 for contracting terms.

RFR DOCUMENTS (if not attached) are available upon receipt of this invitation online at http://www.biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2. In the "Search for Solicitations" window use the drop down menu to find "Connecticut Library Consortium" and then click the "Search Solicitations" button.

This solicitation includes two (2) documents: The PDF document titled "M302 NonPrint Media Bid 2017" and an Excel spreadsheet titled "M302Nonprint Section 1.3 - Response Forms".

Businesses without Internet access may contact CLC at 860.344.8777 for any Request for Response (RFR) information and general assistance.

If, after review of the RFR documents, your firm is interested in performing the services specified, provide the information requested and submit all response forms to the address indicated at the beginning of Section 1.0, along with your detailed proposal by the due date.

Sincerely,

Jennifer Keohane
Executive Director
jkeohane@ctlibrarians.org

Company Name:

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Nonprint Media and Processing Services**

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Invitation to Respond

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Companies interested in doing business with CLC are able to register and maintain their registration via the Internet at:

<https://www.biznet.ct.gov/AccountMaint/Login.aspx?l=n>

Company Name:

Section 1 Response Forms

All response pricing is to be completed on the Excel spreadsheet file titled “M302Nonprint Section 1.3 - Response Forms”. This file and all documents associated with this RFR are located on the DAS web site as indicated in the Invitation to Respond.

RESPONSE FORMS

1.1 Response Check List

1.2 Response Signature Form

1.3 Bid Pricing Schedule (Excel spreadsheet file “M302Nonprint Media Section 1.3 - Response Forms)

1.4 Statement of Qualifications

Company Name:

SECTION 1.0

RESPONSE FORMS

Two copies of the Responses are to be delivered to:

**Connecticut Library Consortium
234 Court Street
Middletown, CT 06457**

no later than 2 pm, November 30, 2016. Be sure to indicate the request number and title on the front of the envelope. Mark the original response package as "ORIGINAL" on the front cover. See Section 3.1 for more information.

1.1 RESPONSE CHECK LIST

(NOTE: This Check List may not contain every response item for every solicitation. It is the Responder's responsibility to ensure submittal of all required response information.)

- Response Signature form completed (Section 1.2)
- Acknowledged Addenda (Section 1.2.1)
- Response pricing completed (Section 1.3)
- Statement of Qualifications completed (Section 1.4)
- A copy of the Responder's return policy.
- Original versions of the above bid proposal forms, plus one copy of all forms.
- A copy of the Responder's latest catalog(s) or website address where pictures and specifications can be found.
- The electronic files, from which you printed your hard copy proposal, are to be submitted on a flash drive with the hard copy OR emailed to vendors@ctlibrarians.org within one hour **AFTER** the deadline for submitting hard copy responses. See section 3.1 C*

Response Summaries:

Response summaries will be available over the Internet, to those that responded, at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=3. This summary information will be available after 5:00 PM on the next business day after the due date. Results will not be provided over the phone.

Company Name:

1.2 RESPONSE SIGNATURE FORM

Company Name:

Bid Category: (Choose one. See 2.2 SCOPE OF SERVICES for definitions)

- 1. Full service providers with processing
- 2. Full service providers without processing
- 3. Single-source or specialized providers

Contract Manager/Primary Contact:

Position:

Mailing Address:

Phone:

Fax:

Email:

FED ID#:

The undersigned hereby declares that he/she or they are thoroughly familiar with the specifications, the various member sites, CLC’s requirements, and the objectives for each element of this Request for Response (RFR) and understands that in signing this proposal all right to plead any misunderstanding regarding the same is waived. The undersigned further understands and agrees that s/he will furnish and provide all the necessary material, tools, labor, services, and other items of whatever nature, and to do and perform all the work necessary under the conditions contained in this RFR, to carry out the contract and to accept as full compensation therefore the amount of the contract as agreed to by the Contractor and CLC.

The undersigned additionally declares that they are not debarred or suspended, or otherwise excluded from, or ineligible for, participation in State of Connecticut or federally funded projects (Executive Order 12549).

The undersigned certifies that the company designated above is an Equal Opportunity Employer and is in compliance with federal and State rules and regulations pertaining to Equal Opportunity and Affirmative Action

The undersigned certifies under penalty of false statement that the information provided in this response is true.

We can deliver/initiate services within _____ calendar days of receipt of contract.

Minimum order dollar value to qualify for free shipping: _____

Response time from order placement to delivery in hours: _____

We can provide CLC with sales and savings reports that include name of purchasing library, list price of item and discounted price paid. (check) YES NO

Submitted by (signature): _____

Title: _____ Date: _____

Company Name:

1.2.1 Addendum

The above signatory acknowledges receipt of the following addenda issued during the bidding period and understands that they are a part of the bidding documents (if applicable):

Addendum#: 1 Dated: 11/17/2016

Addendum#: Dated:

Addendum#: Dated:

Addendum#: Dated:

Company Name:

1.3 BID PRICING SCHEDULE

All response pricing is to be completed on the Excel spreadsheet file titled “M302Nonprint Section 1.3 - Response Forms.xlsx.” This file and all documents associated with this RFR are located on the DAS web site as indicated in the Invitation to Respond.

Company Name:

1.4 STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a response.

1. Number of years in business:
2. DUNS Number: (Provide copy of latest BIR)
3. Number of personnel employed: Full time: Part time:
4. Organizational structure of Bidder (check which applies):
 - General partnership
 - Limited partnership
 - Limited liability partnership
 - Corporation doing business under a trade name
Name: _____
 - Individual doing business under a trade name
Name: _____
 - Other: (Specify) _____

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled SEE SECTION 3.16	Connecticut corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the bid opening?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Out-of -State corporations - Do you have a valid license to do business in the State of Connecticut? If a license is not required for the services being provided have you filed with the Connecticut Secretary of State?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
	Minority/Female Business Enterprise – Is the company bidding designated as a Minority/Female Business Enterprise and is in compliance with federal and State rules and regulations pertaining to Minority/Female Business Enterprise designations?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

6. Is your local organization an affiliate of a parent company? If so, Indicate the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:

Business Name	.			
Address	.			
City	.	State.	.	Zip .
Name of Agent	.			

Company Name:

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the bid opening may be required within 30 days of the bid opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company may be required within 30 days of the bid opening.

7. Taxpayer's Identification Number: Respondents must provide their Taxpayer Identification Number (Fed ID#) on the Response Signature Form (Section 1.2). Award recipients, whether an individual, proprietor, partnership or a non-profit corporation or organization, must file the Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification, with the CLC. Copies of this form are available at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

8. Contract Experience: List three contracts of this type/size your organization has completed within the last three years:

Name: Contact: Phone:

Name: Contact: Phone:

Name: Contact: Phone:

Note: Additional information may be requested subsequent to your responding to this solicitation.

END OF SECTION

Company Name:

Section 2 Specifications and Scope of Services

2.0 SPECIFICATIONS

The following information should be of assistance in developing your response. If you have any questions, please contact CLC at 860.344.8777.

2.1 BACKGROUND

The Connecticut Library Consortium (CLC) is a statewide collaborative with a membership of 881 libraries. This includes 225 Public, 45 Academic, 581 School and 30 Special libraries. CLC serves its members by initiating and facilitating cost-effective services to strengthen their ability to serve their users. As part of its mission, CLC strives to provide deep discounts on the books, media, supplies and other items that libraries use every day by sponsoring related cooperative bidding opportunities.

The intent of these specifications is to furnish nonprint media and processing services as required by the members of CLC during the contract period beginning March 1, 2017 and ending February 29, 2019. It shall be understood that any eligible member of CLC may participate under the terms of this bid solicitation, including the public schools and school districts whose school libraries are CLC members. It should also be understood that only current members of CLC shall be eligible to purchase nonprint media and processing services under this contract.

Based on library expenditures for nonprint media and processing services last year, awards resulting from this bidding effort could represent as much as \$2 million annually in business to the selected provider(s). However, actual quantities will be contingent upon the total number of libraries and schools that decide to make a purchase from resulting contracts (as participation is voluntary) and the annual nonprint media needs of these libraries and schools. Accordingly, Connecticut Library Consortium does not guarantee that any specific amount of business will be generated as a result of this process.

2.2 SCOPE OF SERVICES

INTENT:

It is the intent of Connecticut Library Consortium to make awards in three general categories:

- 4. Full service providers with processing** (i.e., those that can supply music on CD, DVDs, Blu-Ray, books on CD, Playaways, and/or games as well as processing and cataloging services)
- 5. Full service providers without processing** (i.e., those that can supply music on CD, DVDs, Blu-Ray, books on CD, Playaways and/or and games, but no processing or cataloging services)
- 6. Single-source or specialized providers** that offer one or more types of media: music on CD, DVDs, Blu-Ray, books on CD, Playaways and/or games with or without cataloging/processing services. This category includes providers that supply one or more of the following:
 - a. Nonprint media with content that is either proprietary or unique to the supplier;
 - b. Nonprint media with formats or packaging that is proprietary or unique to the supplier

Company Name:

Awards will be made by CLC, acting in consultation with and on behalf of CL members, based on the following criteria: amount of discount/savings; selection; timeliness/accuracy; service (scope and quality of); ease of ordering; and value-added services. Such information will be weighted accordingly to determine the lowest responsive and responsible bidders(s). CLC reserves the right to make multiple awards in any category if such action is deemed to be in the best interest of the member libraries.

Note that each participating library/school reserves the right to require that it be invoiced after July 1st to accommodate specific fiscal year appropriations.

CUSTOMER SERVICE / REPORTING:

The successful candidate shall be responsible for:

1. Providing an introductory package explaining all services to CLC members and schools. This package is to also go to all new members who are added during the contract period.
2. Providing toll-free telephone numbers for ordering and customer service.
3. Providing basic-level electronic ordering, at no cost, if such services are available.
4. Designating at least one customer service/bid representative to be the primary contact for the awarded contract. This representative shall maintain ongoing communications with CLC and notify CLC of any pertinent corporate changes or issues concerning CLC members.
5. Furnishing an electronic report in Microsoft Excel to members@ctlibrarians.org twice per contract year outlining CLC member purchases. This document is to include library/school name, list price, CLC price, and total savings for each CLC member library, scheduled as follows:

Purchases for the time period:

July 1 to December 31
January 1 to June 30

Report to CLC office by:

February 1
August 1

6. Upon request, providing digital files of company logo and/or product images for CLC's use in marketing the contract.

All promotional materials (i.e. direct mailings or online) directed to CLC member libraries referencing this bid number or the awarded discount percentages must be approved by CLC prior to mailing.

CLC will provide an up-to-date member list to awardees at the beginning of the contract period, as well as periodic updates on changes in member status that may occur throughout the contract period.

2.3 BID PRICING / DISCOUNTS:

The bid prices quoted for each item shall: include handling and inside delivery (F.O.B. Delivery Point); remain in effect for the contract period (see section 3.9); and not include any local, state or federal taxes, as the majority of participating libraries are tax-exempt. The terms of any price escalations must be indicated as part of the bid submission. Special conditions affecting unit costs or the total amount of any order must also be spelled out on the quotation forms. In the absence of any such notations, the prices/discounts bid shall apply throughout the term of the contract and shall be deemed all-inclusive.

Note: The unilateral imposition of additional surcharges (e.g., fuel, delivery, etc.) at any point during the contract term is strictly prohibited.

Company Name:

Please note the following additional pricing requirements:

1. All discounts must be computed from the publisher's lowest list price.
2. ONE of the following MUST be submitted with the Bid Document: (1) Access information for a temporary online account (list URL, user name and password); and/or (2) A copy of the bidder's latest catalog.
3. A single discount shall be quoted against each category listed on the discount schedule.
Range bids shall not be permitted.
4. Discounts quoted shall apply to all accounts of each member library.
5. Prices and discounts quoted in this Invitation to Bid are better than those quoted to other consortia, institutions or agencies in Connecticut and the provider agrees that current CLC members will get the best pricing in Connecticut through this contract.
6. Connecticut libraries and schools that are not current CLC members will not be eligible for this pricing.

Provider will be held strictly responsible for furnishing new and perfect materials and will be required to replace any damaged or defective materials without cost to the ordering library. All return shipping and carrying charges for defective items are to be paid by the Provider.

2.4 FORM OF RESPONSE:

Respondents must use CLC Response Forms attached to this document and must provide all of the information requested.

Respondents are encouraged to quote volume-based discounts that may be applied to larger orders, and should specify the minimum quantities required for each.

The unilateral imposition of additional surcharges (fuel, delivery, etc.) at any point during the contract term is prohibited.

You may include any additional information that demonstrates your qualifications for this contract.

END OF SECTION

Company Name:

SECTION 3

GENERAL INFORMATION FOR PREPARATION AND DELIVERY OF A RESPONSE

Rev. 110116

Definitions:

Bid or Proposal refers to any form of solicitation CLC may use such as a Request for Bids (RFB), Request for Proposals (RFP) or Request for Response (RFR).

Candidate or Respondent refers to an individual or company who is considering or has submitted a response to a solicitation. This is also commonly referred to as “bidder.”

CLC refers to the Connecticut Library Consortium, its members, and any other governmental / non-profit entity participating in the RFR process and/or resulting award(s).

Provider refers to the Candidate or Candidates who receive an award and who enter into a contract with the CLC.

Purchaser refers to CLC member who buys an item or service under the terms of a CLC contract.

Company Name:

3.1 HOW TO RESPOND:

Supply the required information on and along with the response form. An explicit agent of your organization must sign the response form and any supplementary proposal document and *submit it to the address indicated in Section 1.0 – Response Forms.*

Mark the response package with the RFR title and number on the front cover. We will open the response upon receipt if this information is not provided on the face of the envelope. In this case CLC cannot be held responsible for the confidentiality of the response.

Failure to follow these guidelines may be just cause for rejection of the response.

A. Do not wait until the due date to begin to prepare your response. Preparing your response early helps avoid issues related to computer equipment or Internet access malfunction. It is the Candidate's responsibility to ensure that responses are received in their entirety, on time and at the required location.

B. Supply two printed copies (1 original, 1 copy) of the four (4) worksheets included in the Excel file titled "M302Nonprint Section 1.3 - Response Forms".

C. **The electronic files, from which you printed your hard copy proposal, are to be submitted on a flash drive with the hard copies. Alternatively, they may be emailed to vendors@ctlibrarians.org within one hour *AFTER* the deadline for submitting hard copy responses.** Email transmission of these documents is not encrypted and locked so if you transmit this information before the hard copy response deadline it may be viewed prematurely. CLC is not responsible for the confidentiality of information transmitted via fax, email or other electronic means.

Please submit all Section 1.3 Response Form documents in Excel format, no pdfs.

The purpose of submitting these files is to reduce duplicate data entry and shorten the time needed for CLC staff to create the response summary. These electronic files will not serve as a substitute for the hard copy response that must be submitted by the RFR deadline.

Failure to follow these guidelines may be just cause for rejection of the response.

3.2 CORRECTION OR WITHDRAWAL OF RESPONSES, CANCELLATION OF AWARDS:

Correction or withdrawal of inadvertently erroneous bids, including corrections to pricing if the accurate price can be derived from the bid response submitted prior to the bid deadline, before or after award, or cancellation of awards of contracts or purchase orders based on such mistakes, shall be permitted with the approval, in writing, of the CLC Executive Director.

3.3 RIGHT TO WAIVE ANY INFORMALITY:

Connecticut Library Consortium, acting in consultation with and on behalf of CLC member libraries and schools, reserves the right to waive any informality in a bid when such a waiver is in its best interest.

Company Name:

3.4 QUANTITIES AND/OR USAGES:

Quantities and/or usages are estimates only and in no way represent a commitment and/or intent to purchase the estimated amount. Actual quantities and delivery points may vary. CLC reserves the right to order all quantities that may be needed, at the contract price, during the contract term regardless of the estimates provided in this RFR.

3.5 QUESTIONS & ADDENDA:

Supplementary information, if issued, will be placed on the State of Connecticut DAS website. Candidates are responsible for obtaining all addenda related to this RFR. Candidates are advised to check for any addenda a minimum of twenty-four hours in advance of the response deadline.

Questions related to this RFR must be received in writing 72 hours in advance of the response submittal deadline. We strongly recommend that prospective Candidates review specifications early in the solicitation process and submit all questions at one time. Written questions are to be sent to the Buyer whose name appears on the invitation via email.

Responses shall be in writing, posted, in the form of an addendum on the State of Connecticut DAS website.

3.6 CRITERIA FOR AWARD:

This RFR does not necessarily contemplate an award based solely on price. Rather, CLC reserves its rights to accept or reject any or all responses or any portion thereof that it may determine to be in its own best interests, for whatever reason.

3.7 QUALIFICATIONS OF CANDIDATES OFFERING A RESPONSE:

CLC may make such investigations as deemed necessary to determine the ability of the Candidate to perform the work and the degree to which any Candidate meets the criteria for award listed herein. Each Candidate agrees to furnish CLC any additional information requested.

3.8 THE REQUEST FOR RESPONSE (RFR) PROCESS:

Solicitations are advertised as required by law. CLC may also send invitations to businesses as it deems appropriate. Placement on a supplier list or a history of having received invitations in the past or having received prior contract awards in no way obligates CLC to continue any form of direct notification. At the discretion of the Executive Director CLC may remove suppliers from the mailing list for whatever reason including a poor performance history or failure to respond to previous invitations.

3.9 CONTRACTING:

CLC reserves the right to require the successful Candidate to execute a contract in a format supplied by the CLC. The terms and conditions of the contract to be signed upon the award of the RFR will supersede any inconsistent provision of the RFR documents. If the Candidate receiving a full or partial award fails to execute a contract as required, they shall be liable for, and agree to pay, on demand, the difference between the price bid and the price for which such contract is subsequently re-awarded, including the administrative cost of reissuing the contract. These costs will be recovered through the bid bond, if submitted, and any remaining sums due will be paid by the Candidate.

Company Name:

The award of any contract is subject to the following conditions and contingencies:

- (1) The appropriation of adequate funds by CLC member agencies.
- (2) Compliance with all applicable laws, regulation, ordinances and codes of the United States and the State of Connecticut.
- (3) If the Candidate is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State's office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings.

The duration of the Contract will be two (2) years. Further, the Contract may be renewed, expanded and extended per mutual agreement for up to two additional one (1) year contracts. Contractor must provide CLC 60 days advance notice of its intent to increase pricing.

Price decreases are to be implemented as they occur.

Notwithstanding the failure of CLC to exercise any option to renew this contract for an additional year, CLC reserves the right to unilaterally extend this contract on a month to month basis for a period not to exceed three (3) months under the same terms and conditions applicable to the preceding contract period.

3.10 OBLIGATIONS OF THE CANDIDATE:

At the time of the opening of proposals, each Candidate will be presumed to be thoroughly familiar with the CLC's requirements, the objectives for each element of this solicitation. A plea of mistake in the accepted response shall not be available to the Candidate for the recovery of the bid surety or as a defense to any action based upon an accepted response.

3.11 RETURN POLICY INFORMATION:

Candidates are required to include a copy of their return policies with their bid submission. Include any restocking fees, return postage fees, or other fees that apply. Note whether or not libraries must receive authorization before making returns. Changes in return policies shall not be accepted during the contract term

3.12 BIDDER PERFORMANCE/LIABILITY FOR DELIVERY FAILURES:

Failure of any successful Candidate to adhere to specifications, prices, discounts, terms or conditions of the agreement during the course of the contract period may preclude such bidder from bidding on future bids in addition to any action that CLC may take as a result of the provider's failure to perform. It should be noted that the awarded provider shall assume full responsibility for the negligence of any sub-contractor(s) utilized to fulfill any and all obligations under resulting contracts.

Moreover, if the provider fails to make the proper delivery within the time frame specified or if the ordering library/schools rejects the delivery, the library may obtain such commodities or any part thereof from other sources in the open market or on contract. Should the new price be greater than the contract price, the difference will be charged against the contractor. Should the new price be less, the provider shall have no claim to the difference.

Company Name:

3.13 ACCEPTABLE BRANDS:

The RFR specifications are not intended to limit consideration to the particular service organization or manufacturer from which they were developed. References to brand names or numbers are to be interpreted as establishing a standard of quality and are not to be construed as limiting competition. Brand names used within these specifications shall be presumed to be followed by the words "or approved equal" unless the item contains the words "no substitutions" in the description. In this case quote the name brand and then, if desired, quote an alternate as well. Burden of proving a product and/or material as equal to a specific product and/or material by brand name is the responsibility of the Provider.

Final determination as to what is an "or equal" product will be made by the Executive Director. CLC will award on the basis of the criteria stated herein, and reserves the right to waive or require compliance with any element of the specifications.

3.14 SAMPLES:

Samples are to be furnished to CLC or purchase upon request, free of charge and may be held for comparison with deliveries. Candidate must arrange for their return if desired.

Samples are assumed to meet, at a minimum, CLC specifications for quality. All deliveries shall have at least the same quality as the accepted proposal sample. Latent deficiencies will be remedied by the contractor at no additional cost, or loss of service, to the CLC.

3.15 RESPONSE DEVELOPMENT:

Candidates are responsible for all costs and expenses incurred in the preparation of a response and for any subsequent work on the response that is required by the Connecticut Library Consortium. Any submittal is the property of the Connecticut Library Consortium and will not be returned.

3.16 REGISTERING WITH THE SECRETARY OF STATE:

Generally, a foreign (meaning out of State) corporation or LLC must file with the Secretary of State Office to do business in the state. Foreign Corporations should review Sect. 33-920 of the Connecticut General Statutes. If they do not find that the exemptions apply to them they must file a "Certificate of Authority."

Foreign LLC's are covered under Sections 34-222 to 34-236. If the exemptions (in 34-235) do not apply to them they must file a "Certification of Registration."

Companies may obtain forms and more information from the Secretary of the State web site located at: <http://www.sots.ct.gov/sots/site/default.asp>. Their number is (860) 509-6200.

The State of Connecticut General Statutes can be found at: http://search.cga.state.ct.us/dtsearch_pub_statutes.html. Enter the section number with hyphen and in the "In Database(s)" window select "Statutes - Section text."

3.17 TIME PROVISIONS:

The content of any response submitted is to remain valid and available to CLC for ninety (90) days from the day proposals are due.

END OF SECTION

Company Name:

SECTION 4
TERMS AND CONDITIONS
FOR
COMMODITY & EQUIPMENT PURCHASES

Rev. 110116

- 4.1. **SCOPE OF SERVICES:** As described in Section 2 – Project Specifications of the RFR and the Provider’s response.
- 4.2. **TERM OF CONTRACT:** A (2) year contract with two (2) possible extensions of one (1) year each for a total of four (4) years of contract duration.
- 4.3. **INTENT:** It is the intent of the Contract to secure the services of the Provider or a duly authorized and competent representative or representatives of the Provider acceptable to the CLC. Failure of the Provider for any reason to make the service of such a person or persons available to CLC to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of the Contract. All persons engaged in providing the services required under the Contract shall be authorized or permitted under State law to perform such services, as required by law.
- All business transactions resulting from this RFR, including ordering, invoicing, payments, status reporting, shipping and customer service shall be handled by each participating CLC member library. CLC assumes no business functions or responsibilities on behalf of member libraries, nor will CLC make bulk orders on behalf of member libraries.
- 4.4. **LEGAL STATUS:** If the Provider is a corporation or other legal business entity, it must have a current license to do business in the State of Connecticut that is on file with the Connecticut Secretary of State’s office, or it must be organized under the laws of the State of Connecticut and current in terms of its required filings. Evidence acceptable by Executive Director must, when required, be filed with the Executive Director before performance of contract is started.
- 4.5. **INSURANCE REQUIREMENTS:** N/A
- 4.6. **TERMINATION:** CLC may at any time and for any reason, with or without cause, in its sole discretion, terminate the Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. Termination under this section shall not give rise to any claim against CLC for damages or for compensation in addition to that provided hereunder.
- 4.7. **ITEMS FURNISHED:** Any item furnished is to new, unused (and currently in production. All accessories and services necessary for proper functioning on delivery are assumed to be included in the Contract though not specifically mentioned. All assemblies, sub-assemblies and component parts for all equipment or items specified are to be standard and interchangeable.
- 4.8. **ASSIGNMENT:** The Provider shall not assign or subcontract the Contract or any of the

Company Name:

services to be performed by it hereunder without prior consent of CLC in writing. The Provider shall be as fully responsible to CLC for the acts and omissions of its subcontractors as it is for the acts and omissions of people directly employed by it. The Provider shall require any subcontractor approved by CLC to agree in its contract to observe and be bound by all obligations and conditions of the Contract to which Provider is bound.

- 4.9. **REJECTED SERVICES OR ITEMS**: Rejected, items, commodities and/or work must be removed by the Provider from Purchaser's premises within 48 hours at the Provider's expense. Immediate removal may be required when safety or health issues are present.
- 4.10. **DEFAULT**: Any of the following occurrences or acts shall constitute an Event of Default under the Contract:

If default shall be made by the Provider, its successors or assigns, in the performance or observance of any of the covenants, conditions or agreements on the part of the Provider set forth in the Contract; or

If any determination shall have been made by competent authority such as, but not limited to, any federal, state or local government official, or a certified public accountant, that the Provider's management or any accounting for its funding, from whatever source, is improper, inadequate or illegal, as such management or accounting may relate to the Provider's performance of the Contract; or

If a decree or order by a court having jurisdiction in the matter shall have been entered adjudging the Provider a bankrupt or insolvent or approving as properly filed a petition seeking reorganization, readjustment, arrangement, composition or similar relief for the Provider under the federal bankruptcy laws, or any other similar applicable federal or state law.

In case of default by the Provider, the Purchaser may, along with any other remedies provided by law, procure the articles or services from other sources and charge the Provider any excess costs incurred or damages occasioned thereby. Should the new price be less, the Provider shall have no claim to the difference.

- 4.11. **FORCE MAJEURE**: CLC and/or Provider shall not be in default if either is unable to fulfill, or is delayed in fulfilling, any of its respective obligations hereunder in spite of its employment of best efforts and due diligence, as a result of natural disasters, unusually severe weather, catastrophic events, war, governmental preemption in a national emergency, enactment of or change in law, rule or regulation which adversely affect CLC and/or Provider's ability to perform its respective obligations under the Contract. If CLC and/or Provider believe that a hindrance or delay has occurred, it shall give prompt written notice to the other Party of the nature of such hindrance or delay, its effect and the action needed to avoid the continuation of such hindrance or delay. Notwithstanding notification of a claim of hindrance or delay by CLC and/or Provider, such request shall not affect, impair or excuse the other Party to the Contract from the performance of its obligations hereunder unless its performance is impossible, impractical or unduly burdensome or expensive.

If a Force Majeure affects the use of property or equipment for which lease payments are being made then those payments will be waived until their use has been restored. Waived payments will not be subject to interest penalties or other fees.

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Changes in the economics of the Contract or changes in Provider's economic condition shall not constitute a Force Majeure excusing Provider's performance under the Contract.

- 4.12. **INDEMNIFICATION**: Provider shall not assert any claim arising out of any act or omission by any agent, officer or employee of CLC in the execution or performance of the Contract against any such agent, officer or employee.

A. the Provider will indemnify CLC for any damages or costs to which it may be put by reason of injury to the person or property of another resulting from the performance, non-performance, negligence or carelessness in the performance of the contract or in failure to comply with any provisions of the contract.

B. The Provider expressly agrees to at all times indemnify, defend and save harmless the Connecticut Library Consortium and its respective members, officers, agents, and employees on account of any and all demands, claims, damages, losses, infringement of patent rights, litigation, financial costs and expenses, including counsel fees, and compensation arising out of personal injuries (including death), any damage to property, real or personal and any other loss, expense or aggrievement directly or indirectly arising out of, related to or in connection with the Contract and the services to be performed hereunder by the Provider, its employees, agents, subcontractors, material suppliers, or anyone directly or indirectly employed by any of them. The Provider shall and does hereby assume and agree to pay for the defense of all such claims, demands, suits, proceedings and litigation, including costs and attorney's fees. The provisions of this paragraph shall survive the expiration or early termination of the Contract and shall not be limited by reason of any insurance coverage.

- 4.13. **CONFLICT OF INTEREST**: No officer, employee, or agent of CLC shall have any personal interest, direct or indirect, in the Contract, and the Provider covenants that no person having such interest shall be employed in the performance of the Contract.

- 4.14. **ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION**: The Provider agrees to abide by the provisions of Executive Orders Number 3 and 17 of the State of Connecticut; and Presidential Executive Orders Number 11246, 11375 and 11063. In carrying out this program, the Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, mental disability, physical handicap, or sexual preference.

- 4.15. **APPLICABLE LAW**: The Provider shall comply with and the Contract shall be construed in accordance with the laws regulations, ordinances and codes of the United States and the State of Connecticut.

Items delivered shall comply with all Federal, State or local laws relative thereto.

- 4.16. **MEDIATION AND ARBITRATION**: In the event a dispute arises out of or relates to the Contract or the breach thereof and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by a single person selected by the parties. Any dispute arising in connection with the Contract that is not resolved or settled through mediation as referenced above shall be settled by arbitration. The Provider and CLC shall each choose an arbitrator, and the two arbitrators thus chosen shall select a third arbitrator. The findings and award of the three

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arbitrators thus chosen shall be final and binding on the parties hereto, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Arbitration shall be held in Middletown, Connecticut.

- 4.17. **AMENDMENTS:** CLC may, from time to time, request changes in the scope of services to be performed by the Provider hereunder. Any such change, including any increase or decrease in the amount of the Provider's compensation, which are mutually agreed upon by and between CLC and the Provider, shall be incorporated in a written amendment to the Contract.

Any term or condition stated by Provider in acknowledging or otherwise accepting a CLC purchase order shall be considered to be a proposal for addition to the contract for that purchase and shall not become part of the order unless specifically accepted in writing by Purchaser.

- 4.18. **CONFLICTING TERMS:** The terms and conditions of the contract signed upon award of the bid will supersede any inconsistent provisions of the bidding documents.
- 4.19. **CUMULATIVE REMEDIES:** All rights exercisable by and remedies of CLC hereunder shall be cumulative and the exercise or beginning of the exercise by CLC of any of its rights or remedies hereunder shall not preclude CLC from exercising any other right or remedy granted hereunder or permitted by law.
- 4.20. **SUCCESSORS & ASSIGNS:** CLC and the Provider each binds itself and its successors and assigns with respect to all covenants of the Contract. The Provider shall not assign or transfer any interest in the Contract without the prior written approval of the CLC.
- 4.21. **INVALID PROVISIONS:** If any provision of the Contract is held invalid, the balance of the provisions of the Contract shall not be affected thereby if the balance of the provisions of the Contract would then continue to conform to the requirements of applicable laws.
- 4.22. **NON-WAIVER:** Any failure by CLC or the Provider to insist upon the strict performance by the other of any of the terms and provisions hereof shall not be a waiver, and each party hereto, notwithstanding any such failure, shall have the right thereafter to insist upon the strict performance by the other, of any and all of the terms and provisions of the Contract and neither party hereto shall be relieved of such obligation by reason of the failure of the other to comply with or otherwise enforce or to seek to enforce any of the provisions of the Contract.
- 4.23. **INDEPENDENT PROVIDER:** Provider, including its' employees, is an independent Provider and shall not be regarded as an employee or agent of the CLC.
- 4.24. **SUBCONTRACTORS:** Portions of this work may be subcontracted, provided that:
CLC shall give prior approval to such subcontract in writing.
- All of the terms, covenants, conditions and provisions of the Contract shall have been incorporated in such subcontract(s) and the subcontractor(s) shall agree in writing to assume, perform and be bound by the Contract and all the terms, covenants, conditions and provisions hereof.

CLC shall not be liable for payment of any wages, materials, or other expenses of any subcontractors.

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- 4.25. **ESTABLISHMENT AND MAINTENANCE OF RECORDS**: The Provider agrees that all records with respect to all matters covered by the Contract shall be maintained during the term of the Contract, and for a minimum of three years following termination, including any renewal or extension.
- 4.26. **AUDITS**: At any time during normal business hours, and as often as may be deemed necessary, the Provider shall make available to the CLC, for examination, all records with respect to all matters covered by the Contract.
- 4.27. **REPORTS AND INFORMATION**: The Provider shall furnish CLC with such information and reports concerning the Contract every six months and as may otherwise be required from time to time. The form and content of said reports shall be determined by CLC consistent with the CLC's requirements. If items contained in the Contract were assigned CLC specific identifiers these identifiers must be included in all reports.
- 4.28. **ADVERTISING**: Providers may not reference sales to the Connecticut Library Consortium for advertising and promotional purposes without the prior approval of CLC.
- 4.29. **LICENSES AND PERMITS** The Provider certifies that for the duration of contract performance, he shall have and provide proof of permits and licenses as required by City, State or Federal regulatory bodies as applicable.
- 4.30. **PATENT INFRINGEMENT**: The Provider shall defend and save the Purchaser harmless against any actions or claims brought against it for losses, costs or damages by reason of actual or alleged infringements of letters patent.
- 4.31. **DELIVERY AND INVOICING**: The CLC's Member's order number must be shown on all packages, invoices and correspondence. If services include the shipment of equipment, items or commodities -
1. Invoice and bill of lading or other notice containing complete shipping information must be mailed to Purchaser at time of shipment.
 2. Delivery will be inside, FOB destination unless otherwise stated in CLC member's purchase order.
 3. Acknowledge order and advise approximate shipping date immediately upon receipt of this order.
- 4.32. **PAYMENT**: The payment shall become due after the receipt of the Provider's invoice and the passage of a reasonable time for inspection of merchandise.

No delivery shall become due or be acceptable without a written order issued by CLC member library concerned. Such order will contain the quantity, time of delivery and other important data. Billing will be made to each library separately in accordance with the terms set forth on each respective purchase order. In general, payment terms shall be Net 30 Days.

CLC Members reserve the right to require that they be invoiced after July 1 to accommodate specific fiscal year appropriations.

- 4.33. **NON-APPROPRIATION OF FUNDS**: It is assumed that CLC Members that issue orders under a Contract with the Provider have obtained approval, authority and funding to make the payment(s) during the current fiscal year. The Member's ability to make subsequent payments may be contingent upon the appropriation of funds by the relevant

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government entity or legislative authorities of funds for this purpose. If such additional funds are not so appropriated either the Provider or CLC may terminate the order under the Contract as of the first day of the applicable subsequent fiscal year in which such funds were not made available.

- 4.34. **TAXES:** Under Section 501(c) (3) or (13) of the Internal Revenue Code Purchaser is a "qualifying organization" unless specifically identified otherwise for the purposes of the exemption from sales and use taxes.
- 4.35. **WARRANTIES, GUARANTEES, & INSTRUCTIONS:** Provider warrants for itself, its subcontractors and its suppliers, that services performed and items provided shall conform to the requirements of the Contract and shall be accomplished in a professional manner and, unless otherwise specified, in accordance with generally recognized and adequate practices and standards. If any services do not conform in all respects or are defective in any respect, and CLC notifies Provider within a reasonable time after discovery thereof, Provider, at its sole expense, promptly shall correct such non-conformity or defect. This obligation of Provider to correct non-conforming or defective services or items shall continue for one year after delivery of items or services. All warranties herein shall be assignable to any customer of CLC or agent thereof intended to benefit from such services. These warranties shall survive any termination of the Contract and any acceptance or payment by CLC and shall be in addition to any remedies provided by applicable law.

Provider warrants that the merchandise supplied hereunder will be of good workmanship and material, free from defects and in accordance with specifications and if the intended use thereof has been made known to vendor that it is adequate for that intended use.

Provider warrants that all goods and services furnished hereunder will be designed, constructed and performed so as to comply with the Williams-Steiger Occupational Safety and Health Act of 1970, as amended from time to time, and the rules, regulations and standards issued there under by any applicable governmental authority which as of the date of the Contract will apply to the goods and services furnished hereunder.

- 4.36. **OWNERSHIP OF PRINTED MATERIAL AND OTHER PRODUCTS:** The Connecticut Library Consortium has sole and exclusive right and title to all printed material, art work and any other product produced for CLC under contract. The original artwork and/or any plates or computer files used in preparing and completing the work shall be considered property of the Connecticut Library Consortium whether supplied by or created for the CLC. All artwork and electronic files shall be returned with the completed job. The Provider shall not copyright any printed matter produced under the contract and shall be responsible for the safekeeping of all printing plates, returning them to CLC upon request.
- 4.37. **SECURITY:** Provider must adhere to established security and/or property entrance policies and procedures established for each CLC Member location. It is the responsibility of the Provider to understand and adhere to those policies and procedures prior to any attempt to enter the premises.

END OF SECTION