



**Administrative Service Center
415 Tumwater Blvd SW
TUMWATER, WASHINGTON 98501**

REQUEST FOR QUALIFICATIONS

FOR

**Space planning of the Timberland Regional
Library**

**A. Shelton Branch, 710 W. Alder St., Shelton
WA 98584-2571**

**B. Aberdeen Branch, 121 East Market Street
Aberdeen, WA, 98520-5292**

Proposal Number FSH06102019

August 9, 2019

This RFQ is for two different Library locations, each one is considered a separate construction projects and will have different project numbers.

**TIMBERLAND REGIONAL LIBRARY
TUMWATER, WASHINGTON**

**REQUEST FOR QUALIFICATIONS
RFQ NO. FSH06102019**

**PROJECT TITLE: Space planning for the Shelton & Aberdeen Library;
PROPOSAL DUE DATE: October 1, 2019**

EXPECTED TIME PERIOD FOR CONTRACT: November 1, 2019 through February 29th, 2020

CANDIDATE ELIGIBILITY: This procurement is open to those Candidate s that satisfy the minimum qualifications stated herein and that are available for work in Washington State.

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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND

Timberland Regional Library (TRL) is initiating this Request for Qualifications (RFQ) to solicit proposals from firms interested in participating on projects indicated as follows:

Shelton:

- Budget for the actual remodeling is set at \$60,000. Fund raising is being implemented so the final budget may be higher.
- Analyze both floor public areas to create more seating.
- Rearrange the collection to possibly create a study room and /or digital recording studio.
- Reduce customer service desk to one or two person station.
- Propose recommendations for specific, achievable, construction design to fix the issue, and describe the steps necessary to implement these.
- Present findings, recommendations, implementation plans and proposed cost to Library Administration in writing, drawings and verbally.

The existing area has not been updated in the last 10 years and is approximately 16,000 sq.ft. of floor space

Aberdeen:

- Budget for the actual remodeling is yet to be determined and will be based upon the space planning efforts and funds available and raised.
- Analyze first and second floor public areas to increase public space and maximize efficient use of space.
- Assess for LED lighting or current environmentally sustainable lighting updates throughout all areas of the library.
- Assess and incorporate office space for staff.
- Reconstruct the staff work areas to current needs.
- Assess use and position of youth services collections and space, creating an atmosphere conducive to the values of the library, while minimizing disruption to general library.
- Move staff breakroom to first floor.
- Assess public restroom needs and update to current practices.
- Add electrical outlets to increase functionality and enhance user experience of space.
- Analyze for noise reduction opportunities.
- Reduce customer service desk to three person station.
- Add small service points on both floors.
- Increase number of small room/study spaces, and internet stations.
- Assess for ADA requirements.
- Assess addition of compact shelving for storage needs.
- Propose recommendations for specific, achievable, construction design to fix issues, and describe the steps necessary to implement these.
- Present findings, recommendations, implementation plans and proposed cost to Library Administration in writing, drawings and verbally.

1.2 OBJECTIVE

The objective of the Request for Qualifications is to lead management staff with input from working staff in each affected area to define the flow of work based upon the limitations of the space and budget constraints. We anticipate 4 to 5 meetings in each project location to understand and develop current flow and usage of the space and what needs are going to be anticipated over the next 5-10 years. Develop an ergonomic plan and design of the space utilizing input from staff, space available, and new technologies available.

1.3 MINIMUM QUALIFICATIONS

Respondents to this request for qualifications and quotations are expected to document their qualifications to the satisfaction of the Library Financial Director. Points that should be addressed include, but are not limited to:

- Firm name and legal status?
- Principles/Officers of the firm?
- List of those who will be involved in filling this request and their qualifications?
- A copy of the CERTIFICATIONS AND ASSURANCES (see Exhibit A) signed by a person authorized to bind your organization to a contract.

The Candidate should have experience that includes library space planning and work flow assessment.

1.4 PERIOD OF PERFORMANCE

The period of performance of any contract resulting from this RFQ is tentatively scheduled to begin on or about November 1, 2019 and to end by February 29th, 2020. Amendments extending the period of performance, if any, shall be at the sole discretion of the TRL.

This RFQ shall be conducted in accordance with the following schedule, subject to revision for cause:

	Date	Activity
a.	8/9/2019	Notice of RFQ Sent out via E-mail
b.	10/1/2019	Bids due prior to 10:00 a.m.
c.	10/15/2019	Contract awarded
d.	10/25/2019	Candidate s timeline submitted and cost is negotiated
e.	11/1/2019	Contract estimated timeline for planning and design starts
f.	2/29/2020	Contract completed

2. GENERAL INFORMATION FOR Space Planner

2.1 RFQ COORDINATOR

The RFQ Coordinator is the sole point of contact in the TRL for this procurement. All communication between the Candidate and TRL upon receipt of this RFQ shall be with the RFQ Coordinator, as follows:

Name	Eric Lowell, Finance Manager Timberland Regional Library
Address	415 Tumwater Blvd SW
City, State, Zip Code	Tumwater, WA 98501-5799
Phone Number	360-704-4517
E-Mail Address	elowell@trl.org

Any other communication will be considered unofficial and non-binding with TRL. Candidates are to rely on written statements issued by the RFQ Coordinator. Communication directed to parties other than the RFQ Coordinator may result in disqualification of the Candidate.

2.2 SUBMISSION OF PROPOSALS

Candidates are required to submit two (2) copies of their proposal, clearly marked to the attention of the RFQ Coordinator, Eric Lowell.

Proposals may be submitted by US Mail or Electronic Mail and must be received by the deadline to be considered.

When sending proposals via US mail, allow normal mail delivery time to ensure timely receipt of proposals. Candidates assume the risk for the method of delivery chosen. TRL assumes no responsibility for delays caused by any delivery service. The proposal is to be sent to the address noted in SECTION 2.1 and the envelope should be clearly marked to the attention of the RFQ Coordinator, Eric Lowell.

Electronic Submissions must note in the Subject Line: Proposal - Shelton / Aberdeen Space Planning RFQ and be emailed to the RFQ Coordinator, Eric Lowell, at the address noted in SECTION 2.1. Electronic proposals will not receive a confirmation email.

Late proposals will not be accepted and will be automatically disqualified from further consideration. All proposals and any accompanying documentation become the property of TRL and will not be returned.

Fax proposals will not be accepted.

2.3 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this competitive procurement shall become the property of the TRL.

All proposals received shall remain confidential until the contract, if any, resulting from this RFQ is signed by the Library Director or designee, and the apparent successful Candidate; thereafter, the proposals shall be deemed public records.

2.4 REVISIONS TO THE RFQ

In the event it becomes necessary to revise any part of this RFQ, addenda will be provided to all who receive the RFQ. TRL also reserves the right to cancel or to reissue the RFQ in whole or in part, prior to execution of a contract.

2.5 ACCEPTANCE PERIOD

Proposals must provide 60 days for acceptance by TRL from the due date for receipt of proposals. Note, time period for acceptance is usually less than 1 week for projects under \$25,000.

2.6 CONTRACT AND GENERAL TERMS & CONDITIONS

The apparent successful Candidate will be expected to enter into a contract that is substantially the same as the sample contract and its general terms and conditions attached as Exhibit B. In no event

is a Candidate to submit its own standard contract terms and conditions in response to this solicitation. The Candidate may submit exceptions as allowed in the Certifications and Assurances section, Exhibit A to this solicitation. The TRL will review requested exceptions and accept or reject the same at its sole discretion.

2.7 NO OBLIGATION TO CONTRACT

This RFQ does not obligate TRL to contract for services specified herein.

2.8 REJECTION OF PROPOSALS

TRL reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFQ.

3. PROPOSAL CONTENTS

Proposal shall include;

- 1) Letter of submittal – include how you propose to address the items in section 1.1 of this RFQ?
- 2) Cost will be negotiated after a firm is selected.

Proposals must provide information in the same order as presented in this document with the same headings. This will not only be helpful to the evaluators of the proposal, but should assist the Candidate in preparing a thorough response.

3.1 LETTER OF SUBMITTAL (MANDATORY)

The Letter of Submittal and the attached Certifications and Assurances form (Exhibit A to this RFQ) must be signed and dated by a person authorized to legally bind the Candidate to a contractual relationship, e.g., the President or Executive Director if a corporation, the managing partner if a partnership, or the proprietor if a sole proprietorship. Along with introductory remarks, the Letter of Submittal is to include by attachment the following information about the Candidate and any proposed sub-Candidate s:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.)
3. Legal status of the Candidate (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the Candidate would operate.

C. References

List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of Service provided. The Candidate must grant permission to the TRL to contact the references. Do not include current TRL staff as references. References will be contacted for the top-scoring proposal(s) only.

4. RFQ EXHIBITS

- Exhibit A Certifications and Assurances
- Exhibit B Sample Contract
- Exhibit C General Terms and Conditions

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. I/we understand that this proposal is for qualifying Candidates to do the space planning requirements for Timberland Regional Library. The fees for this project will be negotiated after acceptance by TRL.
3. The proposal submitted has been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
4. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the TRL without further negotiation except for cost of the project. (Except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. In preparing this proposal, I/we have not been assisted by any current or former employee of TRL whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
5. I/we understand that the TRL will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the TRL, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.
6. Unless otherwise required by law, the proposal that has been submitted has not been knowingly disclosed by the Proposer and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other Proposer or to any competitor.
7. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.
8. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Signature of Proposer

Title

Date

SAMPLE SERVICE CONTRACT

CONTRACT NO. _____

Contract for Design Services
Between
Timberland Regional Library

AND

This Contract is made and entered into by and between the Timberland Regional Library, hereinafter referred to as the "LIBRARY", and the below named firm, hereinafter referred to as "CANDIDATE,"

Candidate Name _____
Address _____
City, State & Zip Code _____
Phone _____
E-mail Address _____

Washington State UBI No. _____
Federal ID No. _____

PURPOSE

The purpose of this contract is to:

- 1.
- 2.

SCOPE OF WORK

- A. The CANDIDATE will provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as included in the CANDIDATE 'S Proposal dated _____ attached as Exhibit B, and the LIBRARY'S Request for Proposals attached as Exhibit C.
- B. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the LIBRARY and the CANDIDATE, and specific obligations of both parties.
- C. The CANDIDATE shall produce the following written documents (deliverables) by [DATE] or provide an alternative schedule and plan in the CANDIDATE 'S proposal:
 - 1.
 - 2.
 - 3.

All written reports required under this contract must be delivered to the LIBRARY contact.

PERIOD OF PERFORMANCE

Subject to other contract provisions, the period of performance under this contract will be from [DATE] through [DATE].

COMPENSATION AND PAYMENT

To be negotiated after a Candidate is selected.

CONTRACT MANAGEMENT

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CANDIDATE is:	Contract Manager for LIBRARY is:
<u>Candidate Name</u> <u>Address</u> <u>City, State Zip Code</u> Phone: () Fax: () E-mail address:	Eric Lowell 415 Tumwater Blvd SW Olympia, WA 98501-5799 Phone: (360) 943-5001 Fax: (360) 586-6838 E-mail address: elowell@trl.org

INSURANCE

1. Automobile Liability. In the event that services delivered pursuant to this contract involve the use of vehicles, either owned or unowned by the CANDIDATE, automobile liability insurance shall be required. The minimum limit for automobile liability is:
 \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage
2. The insurance required shall be issued by an insurance company/ies authorized to do business within the state of Washington, and shall name the Timberland Regional Library, its agents and employees as additional insureds under the insurance policy/ies. All policies shall be primary to any other valid and collectable insurance. CANDIDATE shall instruct the insurers to give LIBRARY 30 days advance notice of any insurance cancellation.

CANDIDATE shall submit to LIBRARY within fifteen days of the contract effective date, a certificate of insurance which outlines the coverage and limits defined in the *Insurance* section. CANDIDATE shall submit renewal certificates as appropriate during the term of the contract.

ASSURANCES

LIBRARY and the CANDIDATE agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

ORDER OF PRECEDENCE

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Exhibit A – General Terms and Conditions
- Exhibit B – Candidate 's Proposal
- Exhibit C – Library's Request for Proposals
- Any other provision, term or material incorporated herein by reference or otherwise.

ENTIRE AGREEMENT

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

CONFORMANCE

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

APPROVAL

This contract shall be subject to the written approval of the LIBRARY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

THIS CONTRACT, consisting of _____ pages and __ attachments, is executed by the persons signing below who warrant that they have the authority to execute the contract.

[CANDIDATE 'S NAME]

Eric Lowell, Finance Manager

Signature

Signature

Title

Date

Title

Date

GENERAL TERMS AND CONDITIONS

DEFINITIONS -- As used throughout this contract, the following terms shall have the meaning set forth below:

- A. "LIBRARY" shall mean the Timberland Regional Library, any division, section, office, unit or other entity of the LIBRARY, or any of the officers or other officials lawfully representing that LIBRARY.
- B. "Agent" shall mean the Director, Timberland Regional Library, and/or the delegate authorized in writing to act on the Director's behalf.
- C. "Candidate" shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Candidate.
- D. "Sub-Candidate" shall mean one not in the employment of the Candidate, who is performing all or part of those services under this contract under a separate contract with the Candidate. The terms "Sub--Candidate" and "Sub-Candidate s" mean Sub-Candidate (s) in any tier.

ACCESS TO DATA -- The Candidate shall provide access to data generated under this contract to the LIBRARY, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Candidate's reports, including computer models and methodology for those models.

ADVANCE PAYMENTS PROHIBITED -- No advance payment shall be made for services furnished by the Candidate prior to execution of this contract and subsequent negotiations for fee.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 -- The Candidate must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT -- Neither the LIBRARY nor the Candidate shall assign this contract, either in whole or in part, without prior written consent of the other party, which shall not be unreasonably withheld. Such assignment shall not relieve either party from its duties or obligations under this contract.

CHANGES AND MODIFICATIONS -- The LIBRARY may, at any time, by written notification to the Candidate, make changes in the general scope of the services to be performed under this contract. If any such changes cause an increase or decrease in the cost of, or the time required for the performance of this contract, an equitable adjustment may be made in the contract price or period of performance, or both, and the contract shall be modified in writing accordingly. This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

CONFLICT OF INTEREST -- The LIBRARY may terminate this contract, by written notice to the Candidate, if it is found after examination that there is a violation by the Candidate of:

1. Ethics in Public Service Act, Chapter 42.52 RCW; or,
2. Any similar statute involving the Candidate in the procurement of, or performance of services under this contract.

In the event this contract is terminated as provided above, the LIBRARY shall be entitled to pursue the same remedies against the Candidate as it could pursue in the event of a breach of the contract by the Candidate. The rights and remedies of the LIBRARY provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.

COVENANT AGAINST CONTINGENT FEES -- The Candidate warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Candidate for the purpose of securing business. The LIBRARY

shall have the right, in the event of breach of this clause by the Candidate, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

DISPUTES – In the event a bona fide dispute concerning a question of fact arises between the LIBRARY and the Candidate and it cannot be resolved between the parties with the aid of their respective contract administrators, either party may initiate the dispute resolution procedure provided herein.

Disputes shall be resolved as quickly as possible. The initiating party shall prepare a written record of the dispute and clearly state 1) the disputed issue; 2) the relative positions of the parties; and, 3) the Candidate's name, address, and LIBRARY contract number. The responding party must respond in writing within three (3) State working days.

- 1) Then both parties shall have three (3) working days to negotiate in good faith to resolve the dispute. If the dispute cannot be resolved after the three (3) days, a dispute resolution panel may be appointed.
- 2) Each party will designate a panel member, and those two panel members will appoint a third individual to the panel.
- 3) The panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

LIBRARY and Candidate agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible. Neither party shall commence litigation against the other before the panel has issued its decision on the matter in dispute.

GOVERNING LAW -- This contract shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this contract, venue shall be proper only in Thurston County. The Candidate, by execution of this contract, acknowledges the jurisdiction of the courts of the state of Washington in this matter.

INDEMNIFICATION -- The Candidate shall defend, protect and hold harmless the Timberland Regional Library, the LIBRARY, or any employees thereof, from and against all claims, suits or actions arising from the Candidate's acts which are libelous or slanderous, which result in injury to persons or property, which violate a right of confidentiality, or which use or reproduce material of any kind that constitutes an infringement of any copyright, patent, trademark or trade name.

INDEPENDENT CAPACITY OF THE CANDIDATE -- The Candidate and his or her employees, agents, representatives or Sub-Candidate s performing under this contract are not employees or agents of the LIBRARY. The Candidate , his/her employees, agents, representatives or Sub-Candidate s, will not hold themselves out as nor claim to be an officer or employee of the LIBRARY by reason hereof, nor will the Candidate make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW or Chapter 28B.16 RCW.

INDUSTRIAL INSURANCE COVERAGE – Prior to performing work under this contract, the Candidate shall provide or purchase industrial insurance coverage for the Candidate 's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this contract. Should the Candidate fail to secure industrial insurance coverage or fail to pay premiums, as may be required under Title 51 RCW, the LIBRARY may deduct the amount of premiums and any penalties owing from the amounts payable to the Candidate under the contract and transmit the same to the Department of Labor and Industries, Division of Industrial Insurance. This provision does not waive any right under RCW 51.12.050 to collect from the Candidate amounts paid by the LIBRARY.

The LIBRARY will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for this Candidate, or any Sub-Candidate or employee of the Candidate, which might arise under the industrial insurance laws during performance of duties and service(s) under this contract. If the Washington State Department of Labor and Industries, upon audit, determines that industrial insurance

payments are due and owing as a result of work performed under this contract, those payments shall be made by the Candidate; the Candidate shall indemnify the LIBRARY and guarantee payment of such amounts.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

LICENSING, ACCREDITATION AND REGISTRATION -- The Candidate shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

NONDISCRIMINATION -- During the performance of this contract, the Candidate shall comply with all federal and state nondiscrimination laws, regulations and policies.

In the event of the Candidate 's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Candidate may be declared ineligible for further contracts with the LIBRARY. The Candidate shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

RECORDS, DOCUMENTS, AND REPORTS -- The Candidate shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and all other evidence of accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. These records shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the LIBRARY, the Office of the State Auditor, and state and federal officials so authorized by law, rule, regulation, or agreement. The Candidate will retain all books, records, documents, and other materials relevant to this contract for six years after the date of final payment by LIBRARY, and make them available for inspection by persons authorized under this provision.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

REGISTRATION WITH DEPARTMENT OF REVENUE -- The Candidate shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

RIGHT OF INSPECTION -- The Candidate shall provide right of access to its facilities to the LIBRARY, or any of its officers, or to any other authorized agent or official of the Timberland Regional Library or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

RIGHTS IN DATA -- Unless otherwise provided, data which originates from this contract shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the LIBRARY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, sound reproductions, and all information that supports the findings, conclusions and recommendations of the Candidate 's reports, including computer models and the methodology for those models. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

Data which is delivered under the contract, but which does not originate therefrom, shall be transferred to the LIBRARY with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so; Provided, that such license shall be limited to the extent which the Candidate has a right to grant such a license. The Candidate shall exert all reasonable effort to advise the LIBRARY, at the time of delivery of data furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The LIBRARY shall receive prompt written notice of each notice or claim of copyright infringement received by the Candidate with respect to any data delivered under this contract. The LIBRARY shall have the right to modify or remove any restrictive markings placed upon the data by the Candidate.

SAFEGUARDING OF INFORMATION -- The use or disclosure by any party of any information concerning the LIBRARY, for any purpose not directly connected with the administration of the Library's

or the Candidate 's responsibilities with respect to services provided under this contract, is prohibited except by prior written consent of the LIBRARY.

SAVINGS -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the LIBRARY may terminate the contract under the "Termination for Convenience" clause, without the five day notice requirement, subject to renegotiation under those new funding limitations and conditions.

SEVERABILITY -- If any provision of this contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this contract which can be given effect without the invalid provision, and to this end the provisions of this contract are declared to be severable.

SUBCONTRACTING -- Neither the Candidate nor any Sub-Candidate shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the LIBRARY. In no event shall the existence of the subcontract operator to release or reduce the liability of the Candidate to LIBRARY for any breach in the performance of the Candidate's duties. This clause does not include contracts of employment between the Candidate and personnel assigned to work under this Contract.

TERMINATION FOR CONVENIENCE -- Except as otherwise provided in this contract, the LIBRARY may, by five (5) days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part, when it is in the best interests of the LIBRARY. If this contract is so terminated, the LIBRARY shall be liable only for payment in accordance with the terms of this contract for services rendered prior to the effective date of termination.

TERMINATION FOR DEFAULT -- By written notice, the LIBRARY may terminate this contract, in whole or in part, for failure of the Candidate to perform any of the provisions of the contract. In such event, the Candidate shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement contract, e.g. cost of the competitive bidding, mailing, advertising and staff time; provided, that if (i) it is determined for any reason the Candidate was not in default, or (ii) the Candidate 's failure to perform is not the Candidate 's and/or Sub-Candidate 's fault or due to Candidate negligence, then the termination shall be deemed to be a "Termination for Convenience".

TERMINATION PROCEDURES -- Upon termination of this contract, the LIBRARY, in addition to any other rights provided in this contract, may require the Candidate to deliver to the LIBRARY any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The LIBRARY shall pay to the Candidate the agreed upon price, if separately stated, for completed work and services accepted by the LIBRARY, and the amount agreed upon by the Candidate and the LIBRARY for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the LIBRARY, and (iv) the protection and preservation of property, unless the termination is for default, in which case the LIBRARY shall determine the extent of the liability. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The LIBRARY may withhold from any amounts due the Candidate such sum as the LIBRARY determines to be necessary to protect the LIBRARY against potential loss or liability.

The rights and remedies of the LIBRARY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Candidate shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the LIBRARY, in the manner, at the times, and to the extent directed by the LIBRARY, all of the rights, title, and interest of the Candidate under the orders and subcontracts so terminated, in

which case the LIBRARY has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.

4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the LIBRARY to the extent LIBRARY may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the LIBRARY and deliver in the manner, at the times, and to the extent directed by the LIBRARY any property which, if the contract had been completed, would have been required to be furnished to the LIBRARY;
6. Complete performance of such part of the work as shall not have been terminated by the LIBRARY; and
7. Take such action as may be necessary, or as the LIBRARY may direct, for the protection and preservation of the property related to this contract which is in the possession of the Candidate and in which the LIBRARY has or may acquire an interest.

TREATMENT OF ASSETS --

- A. Title to all property furnished by the LIBRARY shall remain in the LIBRARY. Title to all property furnished by the Candidate, for the cost of which the Candidate is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the LIBRARY upon delivery of such property by the Candidate. Title to other property, the cost of which is reimbursable to the Candidate under this contract, shall pass to and vest in the LIBRARY upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the LIBRARY in whole or in part, whichever first occurs.
- B. Any property of the LIBRARY furnished to the Candidate shall, unless otherwise provided herein or approved by the LIBRARY, be used only for the performance of this contract.
- C. The Candidate shall be responsible for any loss or damage to property of the LIBRARY which results from the negligence of the Candidate or which results from the failure on the part of the Candidate to maintain and administer that property in accordance with sound management practices.
- D. Upon loss or destruction of, or damage to, any LIBRARY property, the Candidate shall notify the LIBRARY thereof and shall take all reasonable steps to protect that property from further damage.
- E. The Candidate shall surrender to the LIBRARY all property of the LIBRARY prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Candidate under this clause shall also include Candidate's employees, agents or Sub-Candidate s.

WAIVER OF DEFAULT -- Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the contract unless stated to be such in writing, signed by the LIBRARY and attached to the original contract.