

Proposer's Company Name

REQUEST FOR PROPOSAL

**Kent District Library is seeking proposals from
experienced vendors for a *Cisco* Unified
Communication Upgrade Project**

RFP Number: 10-1050RFP-A01

Proposals Due:

Friday, August 6th, 2010 by 2:00 p.m.

Kent District Library

814 West River Center, NE

Comstock Park, Michigan 49321

KDL

Kent District Library
www.kdl.org

REQUEST FOR PROPOSAL

Kent District Library is seeking proposals from qualified vendors to assist the Library with the implementation of an upgrade to the latest version of the *Cisco* Unified Communications (UCM) currently in use.

RFP Number: 10-1050RFP-A01

Proposer will deliver 3 copies (1 original and 2 copies) of the RFP to the following address:

**Kent District Library
Service Center
814 West River Center NE
Comstock Park, Michigan 49321**

By 2:00 p.m. on Friday, August 6th, 2010

Proposals must be submitted in a sealed envelope marked with the name, address and contact information of the proposing firm and the words “**Proposal for Cisco Unified Communications Upgrade Project.**” The **Signature Page(s)** must be signed and should be submitted in a separate sealed envelope marked “**Signature Page(s)**” and placed inside of the sealed proposal envelope. **Do not** include the Signature Page(s) in each copy of your proposal. Proposals faxed or emailed will not be accepted. Any proposals received after the deadline will not be considered and will be returned unopened. Proposals will be opened publicly and names recorded immediately following the deadline for submission. As part of their proposals, bidders must confirm in writing that their proposals are consistent with the requirements outlined herein and clearly define any and all deviations. Proposals must be presented in the format of the proposal forms included in this RFP. All questions must be answered and all instructions must be followed. All proposals must be submitted in their entirety by the deadline.

Complete proposal packages with detailed instructions may be printed off of the KDL website, <http://www.kdl.org/about/go/rfp> beginning July 9th, 2010 or requested by calling 616-784-2016, ext 2230.

Questions regarding this RFP may be sent to Sherry Bava, Finance Director, by fax (616-647-2950) or email (sbava@kdl.org) until **Wednesday August 4th, 2010 by 2:00 p.m.** Responses will be posted in the form of an addendum on KDL’s website, <http://www.kdl.org/about/go/rfp> as soon as possible. **Please acknowledge receipt of the addendum(s) on the Signature Page of this RFP.**

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PROPOSAL INFORMATION

Definitions

“Proposer” District Library	an individual or business submitting a proposal to Kent District Library
“Contractor” contract	one who contracts to perform services in accordance with a contract
“KDL”	is Kent District Library in Michigan
“Library”	is Kent District Library in Michigan

PROPOSAL TERMS

A. Kent District Library reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the proposer's qualifications and capabilities to provide the specified service, and other factors that the Library may consider. The Library does not intend to award a contract fully on the basis of any response made to the proposal; the Library reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that proposer whose proposal is deemed to best meet the Library's specifications and needs.

B. The Library reserves the right to reject any or all proposals, to waive or not waive informalities or irregularities in proposals or proposing procedures, and to accept or further negotiate cost, terms, or conditions of any proposals determined by the Library to be in the best interests of the Library even though not the lowest proposal.

C. Proposals must be signed by an official authorized to bind the proposer to its provisions for at least a period of 90 days. Failure of the successful proposer to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned. To be considered, **three copies (3)** must be at the Library on or before the date and time specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the proposer's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. A standard Kent District Library Services Agreement will be executed between KDL and the vendor (see Appendix A) unless the proposer submits a contract that is

acceptable to KDL. KDL reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in KDL's sole judgment, the best interests of Kent District Library will be served.

PROPOSAL SPECIFICS

Kent District Library is seeking proposals from experienced vendors to implement Cisco Unified Communications Upgrade.

I. Project Purpose

The intent of this document is to provide information to allow prospective bidders to produce a proposal for upgrading Cisco Unified Communications.

II. Project Objectives

Successful upgrade to Cisco Unified Communications (CUCM) 8.x and create redundancy in the CUCM and Unity solutions between the KDL Service Center location and KDL's disaster recovery site located at the Cascade branch of KDL. Implement internal/private Instant Messaging across the organization. Implement UCCX to better support the call handling and reporting function of KDL's call center.

III. Background Information

A. The Kent District Library is a non profit governmental unit. It is a district library with 18 branches located through Kent County, Michigan and an Administrative office located in Comstock Park, Michigan. KDL is governed by a Board of Trustees, is the busiest library in the State of Michigan and is among the largest with nearly 300 full and part-time employees.

B. Kent District Library currently has:

- a. Cisco CallManager 4.1(3) – Publisher & Subscriber**
- b. Cisco Unity 4.2(1.0) (one server)**
- c. Current SmartNets**
 - i. Unity-UM-USR-R ESW- Essential Software License (Qty 390)**
 - ii. UCSS-UTY 1-1 1yr. Unity UCSS VM/UM User 1U (Qty 390)**
 - iii. CM4.1-K9-783512-1 CON-ESW-4135121 (Publisher)**
 - iv. CM4.1-K9-783512-1 CON-ESW-4135121 (Subscriber)**
 - v. UCSS-UCM-1-100 (Qty 2)**
 - vi. UCSS-UCM-1-10 (Qty 5)**

C. Kent District Library is exempt from taxes by State Law.

IV. Project Scope/Statement of Work

1. Hardware:

- a) Provide 2 new CUCM servers
- b) Provide 2 new Cisco Unity servers
- c) Provide 1 new Cisco Server for Presence

d) Provide 12 IP Wireless Phones (79256G)

2. Software:

- a) Upgrade to CUCM 8.0 for 250 users
- b) Upgrade Unity
- c) Implement Unified Contact Center Express –Enhanced (10 Licenses)
- d) Implement Cisco Unified Presence Server

3. Labor:

- a) Upgrade from Call Manager 4. to CUCM 8.x
- b) Installation, Configuration and Integration of UCCX 7.x
- c) Upgrade to CUCM 8.0 for 250 users
- d) Upgrade to Unity 8.0
- e) Implement fail-over

4. Maintenance:

- a) Pricing should include 3 year Maintenance

Questions to be answered:

Please respond with the following information in the order listed below:

- 1) Provide a detailed upgrade task list for the CUCM upgrades to include proposed hours for each task and an overall schedule of activities using.
- 2) Provide hourly cost rates for the tasking to include an overall cost for the effort. This is expected to be a fixed rate, not to exceed effort.
- 3) Provide a statement identifying your recent experience implementing Cisco CUCM and Unity upgrades including implementation of a failover environment.
- 4) Include a statement of vendor qualification to perform the requesting tasking.
- 5) Describe your ability to work from the Library's attached sample contract or submit a copy of the contract you require to be executed at time of award.
- 6) Include current resumes of the individual(s) that would be assigned to this project.
- 7) Include references validating the individual's experience in performing the tasking requested in this RFP.

Attachment A:

Below is a general overview of the tasking Kent District Library has determined may be required to complete the upgrade. If needed the proposer is expected to provide a more detailed and comprehensive list of tasks as part of a statement of work for the upgrade based on their knowledge and experience.

Product	Description	Quantity	Price	Extended Price
	CUWL Top Level	1	-	-
	Upgrade from UCM + Unity to STD	250	\$	\$
	3-Yr UWL STD UCSS	250	\$	\$
	Unified Personal Communicator 7.0 for CUWL only	250	-	-
	Unity 8.x for 7825	1	-	-
	Unity 8.x Add Failover	1	-	-
	Communications Manager UWL DLU Bundle	2750	-	-
	CUCM Claim Certificate for UWL	1	-	-
	Unified Presence 7.0 PAK	1	-	-
	Unified Presence 7.0 Users	250	-	-
	CUPC UWL PAK	1	-	-
	Services Mapping SKU, Under 1k UWL STD users	250	-	-
	PAK for Addon CCX Standard Agents UCSS	1	-	-
	3-Yr UWL STD UCSS - PAK	1	-	-
	Unity 8.0 PAK	1	-	-
	CUCM Servers			
	Unified CM 8.0 7816-I4 Appliance	2	\$	\$
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	-	-
	CCX 7.0 UCM 5 Seat ENH Bundle - ONLY with NEW UCM	2	-	-
	CUCMS Monitoring Bundle Evaluation	2	-	-

Unity Servers				
	Cisco Unity MCS 7825 IBM Server	2	\$	\$
	Power Cord - US, Can, Mex, PR, Phil, Ven, Tai, Col, Ecu	2	-	-
	Unity Operating System 2003	2	-	-
Cisco Unified Presence Server				
	HW Only MCS 7816-I4 Server	1		
	AC Power Cord (North America), C13, NEMA 5- 15P, 2.1m	1	-	-
IP Wireless Phones				
	Cisco 7925G FCC; CM/CME UL Req'd; Battery/PS Not Included	12	\$	\$
	Cisco Unified CME User License for single Cisco 7925	0	-	-
	Cisco 7925G Software, FCC	12	-	
	Cisco 7925G Power Supply for North America	12		
	7900 Series Transformer Power Cord, North America	12		
	Cisco 7925G USB Cable	12		
	Cisco 7925G Leather Carry Case	0		
	Cisco 7925G Multi- Charger, Power Supply, AC Power Cord	0		
Total Software and Hardware				\$
Labor				
IPC-UPG- CUCM- 4.xto7.xBas	Upgrade from CallManager 4.X to CUCM 8.x - Basic	1		
IPC-UPG- Unity-	Upgrade from Unity 4.X to 8.x - Basic	1		

4.xto7.xBas				
IPC-INST-CUPS-70Bas	Installation of Cisco Unified Presence Server 7.0 - Basic	1		
Total Labor Estimate Price				
3 Year Maintenance				
	ESSENTIAL SW CCX7.0 STD SeatQty1 -agent or supervisor	45	\$	
	ESSENTIAL SW CCX Server SW for 7816I	3	-	
	ESSENTIAL SW CUWL Top Level-See Svc on Components	3	-	
	ESSENTIAL SW Svcs Mapping SKU, Under 1k UWL STD users	750	\$	
	SMARTNET 8X5XNBD Unified CM 8.0 7816-I4 Appliance	6	\$	
	SMARTNET 8X5XNBD Cisco Unity MCS 7825 IBM Server	6	\$	
	SMARTNET 8X5XNBD HW Only MCS 7816-I4 Server	3	\$	
	SMARTNET 8X5XNBD Cisco 7925G FCC; CM/CME UL Req; Battery	3	\$	
Total 3 year Maintenance Price:				\$
Unified Contact Center Express				
	CCX 8.0 7825-I4 Appliance 1xE8400 CPU,	1	\$	

	2GB RAM, 1x250 HDD			
	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	2	-	
	CCX 7.0 NEW STANDARD for UWL	1	-	
	CCX Server SW for 7816I or exact IBM equivalent for UWL	1	-	
	CCX or IVR 7.0 MS SQL 2K Server 1 Processor Software	1	\$	
	CCX 7.0 STD Seat Qty 1 (agent or supervisor) a la carte seat	10	\$	
	UCSS for CCX Enhanced Addon Agents CUWL - 3 yrs - 1 user	10	\$	
	Cisco Unified Presence 7.0 for CUWL only	1	-	
	CCX 7.0 Enhanced Seat Qty 1 (agent or supervisor) for UWL	1	-	
	CCX and IP IVR COA Kit: Win2003 and COA	1	-	
Total Call Center Project				\$
UCCX Labor				
	Installation, Configuration and Integration of UCCX 7.x - Basic	1	\$	
Total UCCX Labor				\$
Unified Contact Center Express 3 Year Maintenance				
	ESSENTIAL SW CCX7.0 STD SeatQty1 -agent or supervisor	30	\$	
	ESSENTIAL SW CCX Server SW for 7816I	3	-	
	SMARTNET 8X5XNBD CCX 8.0 7825-I4 Appliance	3	\$	
Total 3 year Maintenance:				

Lease				
	3 year lease program interest %		%	
Buyout				
	After 3 year lease		\$	

V. Project Control

1. The IT Director or appointed IT staff member will meet with selected representatives on a regular basis or as determined necessary by the Library's IT Director to review progress and provide necessary guidance to the vendor in solving problems that may arise.
2. The vendor will notify KDL's IT Director of any significant deviation from previously agreed upon proposal.

VI. Required Written Documents

1. Cover Letter
 - The proposer's cover letter should not exceed two pages in length and must be signed by an individual with authority to bind the organization to the terms quoted in the Request for Proposal.
2. Proposed Prices
 - Respond to all areas listed on pages 9-13 of the Request for Proposal.
 - Use the provided template to record your prices.

VII. Standard Contract Provisions

1. The Library reserves the right to sign any document necessary to protect prices, delivery schedules, interest rates or any other critical factor contained in the response to this RFP.
2. No action will be binding on the Library until a contract has been executed by both parties.
3. A description of the specific staff that will comprise the project team for this assignment and their qualifications, including estimated time commitment for each staff person as a percentage of the total time to complete the work.
4. One complete and signed **Signature Page(s)**, as contained in this RFP. The Signature Page must be signed and should be submitted in a separate sealed envelope marked "Signature Page" and placed inside of the sealed proposal envelope. **Do not place a Signature Page in the copies of your proposal.**

VIII. Bidding and Implementation Timeline

A project implementation schedule should be provided in your proposal, demonstrating the time elements in weekly intervals. This project schedule must consider all major elements and their relations, as described in the Scope of Services. If you do not believe

this preliminary schedule can be accommodated, please include a revised schedule along with your rationale in the proposal.

Please submit your proposal to meet the following proposed schedule:

RFP for Consulting Services posted on:

http://www.kdl.org/about/go/rfp	July 9 th , 2010
Advertisement Appearing in Grand Rapids Press	July 11 th and July 19 th , 2010
Addendums posted to KDL website	as needed
Proposal Informational Meeting- Thursday	July 29 th , 2010 at 2:00pm
Deadline for Proposals by 2:00 pm	August 6 th , 2010
Complete Analysis of Proposals	Week of August 8 th , 2010
Interviews of Finalists	Week of August 8 th , 2010
Contract Awarded by Board of Trustees	September 16 th , 2010
Begin Implementation	September 20 th , 2010
Complete Implementation	December 31 st , 2010

NOTE: KDL reserves the right to vary from this timetable as needed.

IX. Evaluation Criteria

1. Proposals will be reviewed by an evaluation team made up of Library staff members from the Information Technology Department and the Business Office. Proposals will be judged based on how closely the proposal meets KDL's requirements, the experience of the vendor and the overall cost of the project.
2. KDL staff will review the submitted proposals and may select vendors to meet with in an interview format during the week of August 8th, 2010, to discuss the project. Library staff will prepare a recommendation to the Library Board, which will make the final determination to award the contract. The selected vendor will meet with Library staff to prepare a contractual agreement between the Library and the consultant, as soon after the final selection as is reasonable.

X. Indemnification Agreement.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any negligent or willful act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

XI. Confidential Information

1. The parties agree that this Agreement and the relationship it represents requires the exchange of confidential information over the course of normal business. Confidential information is information not generally known by non-party personnel, including but not limited to, the financial, marketing, and other proprietary business information. Confidential/Proprietary Information: Proposals submitted in response to this RFP and any resulting contract are subject to the provisions of the Michigan Open Records Act (Public Act No. 442,

(MORA) Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

2. Neither party shall use, duplicate or divulge to others any confidential information disclosed to that party by the other party in the course of performance of this Agreement without first obtaining written permission from that party, to the extent allowed by law.

XII. Other Considerations

1. For purposes of addressing questions concerning this RFP or for seeking alternative contract terms, the sole contact will be sbava@kdl.org. Failure to observe this restriction may result in disqualification of any vendor response. This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.
2. The Library will not consider the submission of unsolicited, additional terms, after the response deadline. This RFP and all written material received from the successful vendor will be incorporated into the contract between the Library and the firm unless specifically superseded in the signed contract.
3. The anticipated selection date expresses the present intent of the Library to award a contract for Cisco Unified Communications Upgrade and is not a representation, agreement or promise that in fact any contract will be awarded on that date or at any other time. It is the Library's intent to contract with a single vendor, but the Library retains the right to reject any and all proposals made to it.

SIGNATURE AND PRICE PAGES

**The undersigned agrees to enter into an agreement with the Library to provide
Kent District Library with a Cisco Unified Communications Upgrade**

Total Software and Hardware Purchase Price: _____

Total Labor Estimate Purchase Price: _____

Total 3 Year Maintenance Price: _____

Total Software and Hardware Leasing Price: _____

Total Labor Estimate Leasing Price: _____

Total 3 Year Maintenance Leasing Price: _____

Total Buyout Price after fulfillment of Lease: _____

Signature Date

Print Name

Title

Company Name

Company Address-Street

Company Address-City, State

Company Address-Zip

Telephone # _____ Fax # _____

Email _____ Federal Tax #ID _____

The above individual is authorized to sign on behalf of company submitting proposal.
This proposal is valid for 60 days from the date of the above signature. The Consultant
will be required to provide an insurance certificate and may need to sign a standard Kent
District Library Service Contract.

Proposing firm acknowledges receipt of Addendum(s) _____

**THIS MANDATORY RESPONSE CHECKLIST MUST BE SUBMITTED AS
PART OF YOUR PACKAGE**

	RESPONSE CHECKLIST
	ADDENDUM(S) ACKNOWLEDGED (IF APPLICABLE)
	THREE (3) HARD COPIES OF PROPOSAL FORM
	COPIES OF ALL REQUESTED DOCUMENTS AND INFORMATION
	QUESTIONNAIRE FORM
	SIGNATURE AND PRICE PAGE
	ITEMIZED PRICE LIST – Include with signature & price page

QUESTIONNAIRE

Keep responses clear and concise. Questions that are marked with a Yes/No response only require a description if requested. If no description is requested, these questions will be recorded as a yes/no response only, and no additional consideration will be given. All questions listed in this Request for Proposal must be answered in the order presented, and in full. While the proposing provider may utilize standard marketing materials, Section and Number must identify responses to each question in a separate document.

Section I – General Questions

1. List all warranty details on the hardware included in your proposal. A minimum three year warranty is required. Please state reasons for any exceptions.
2. List all maintenance agreements on hardware and software included in your proposal. Include the length of the agreement and the costs.
3. Describe how your company handles the maintenance of the recommended equipment.
4. Will you be charging a flat project rate for labor? If not, will you be charging a different hourly rate for work done outside of regular business hours? If so, please include your rate structure.
5. Describe your organization, discussing structure, size, ownership, experience and qualifications to provide the product(s) and support described by this RFP.

Section II – References

Failure to complete this form may result in your bid being deemed non-responsive and rejected without further evaluation. Attach additional pages if necessary.

- a) *Must be able to provide Kent District Library at least three (3) business references who have received services from your business.*

Provide references below. The Library may contact the listed agencies.

1. Company that performed work: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

2. Company that performed work: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

3. Company that performed work: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

Appendix A

STANDARD PROVISIONS FOR CONTRACTS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions, which will become a part of any formal agreement. These provisions are general principles, which apply to all contractors of service to the Library such as the following:

ARTICLE I - SCOPE OF SERVICES

The Consultant will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the Library will pay the Consultant an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to the Library Director and/or his/her designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the Library Director.

Section 4 - The Library may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the Library Director.

Section 6 - After reasonable notice to the Consultant, the Library may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the Library's written approval.
Section 2 - The Consultant will not hire any Library employee for any of the required services without the Library's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the Library for any purpose.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Kent District Library, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Kent District Library in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The Library shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and non-owned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The Library shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract.

Insurance companies, named insured's and policy forms shall be subject to the approval of the Kent District Library Director. Such approval shall not be unreasonably withheld.

Insurance policies shall not contain endorsements or policy conditions that reduce coverage provided to Kent District Library. Consultant shall be responsible to Kent District Library or insurance companies insuring Kent District Library for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the Kent District Library Director with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Library Director.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Library Director. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, then services and related payments will be suspended. Consultant shall furnish the Library Director's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Library Director, Kent District Library, 814 West River Center NE, Comstock Park, MI 49321, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX- INTEREST OF CONSULTANT AND LIBRARY

The Vendor promises that it has no interest that would conflict with the performance of services required by this contract. The Vendor also promises that, in the performance of this contract, no officer, agent, employee of the Kent District Library, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X- CONTINGENT FEES

The Vendor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Vendor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Vendor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the Library may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Vendor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Vendor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Vendor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Vendor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - ASSIGNS AND SUCCESSORS

This contract is binding on the Library and the Vendor, their successors and assigns. Neither the Library nor the Vendor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XIV - EQUAL ACCESS

The Vendor shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Vendor. During the performance of the services, the Vendor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Vendor must reference the project sponsorship by the Library. Any publication of the information or results must be co-authored by the Library.

ARTICLE XVI - PAYROLL TAXES

The Vendor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the Library against such liability.

ARTICLE XVII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the Library and the Vendor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XIX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Kent County, Michigan.

ARTICLE XX - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.