



## Request for Proposal SOLICITATION # 2122-002

The following is sought:

Website Development Services for The Urbana Free Library.

Requesting: The Urbana Free Library  
Contact Person: Amanda E. Standerfer, Director of Community Engagement  
Address: 210 West Green Street  
Telephone No.: (217) 531-7051  
Email Address: [astanderfer@urbanafree.org](mailto:astanderfer@urbanafree.org)

Date of Request Posted on Library's website: 11/02/21

Date Published in News-Gazette: 11/04/21

The original Proposal MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Proposal Submission Date: 11/22/21 Time: 8:00 A.M. Central Time

Allowable Means for Transmitting Proposals: Email with attachments

All Proposals submitted in response to this Request shall be irrevocable for a period of 90 days after the Proposal submission due date and may not be withdrawn by the Respondent during this period. After such time has elapsed, the Respondent may withdraw the proposal if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

Proposal documents are available online at the City of Urbana website:

<https://www.urbanailinois.us/bids-rfps>

And on the Library's website at: <https://urbanafreelibrary.org/rfp-website-development-services>

If you would like to receive email notification when new procurements are posted by the City or Library, please sign up for the mailing list here: <http://eepurl.com/di4k75>

***The Library reserves the right to waive technicalities or to accept or reject any proposal or combination of proposals based upon the Library's determination of its best interest.***

## 1. Definitions

“Library” shall mean The Urbana Free Library of Urbana, Illinois.

“Contact Person” shall mean the person specified on page 1 of the Request who should receive all communication sent to the Requester.

“Contract” shall mean a written instrument that, once executed by the Successful Respondent and the Library, becomes legally binding and enforceable on the Library and the Successful Respondent. “Contract” shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Request, Proposal, or a part or portions thereof.

“Project” shall mean the combination of goods and services, labor and materials, hardware and software, or other work that the Library seeks to have performed and completed as described in this Request.

“Proposal” shall mean any response to this Request that is submitted to the Library, including any information appended to or included in such response.

“Request” shall mean this document and all exhibits appended to and/or that are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Request.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Proposal in response to this Request.

“Services” shall mean consulting, advisory, and/or professional services, including the work product generated as the result of the performance thereof, which the Library seeks to retain and obtain pursuant to this Request.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Proposal is selected by the Library to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the Library.

“Time” shall mean calendar days, hours, and minutes (Central Time) unless otherwise specified.

## 2. Specifications

See Exhibit A – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

## 3. Respondent Questions About the Request

**3.1. Responsibilities of Respondent:** It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions (Exhibit B), and other requirements contained in and included with this Request. No plea of error or ignorance by a Respondent of the Specifications, General Instructions, and other requirements shall be accepted.

- 3.2. Questions:** All questions pertaining to this Request must be received by the Contact Person at least five (5) business days prior to the deadline for submission of Proposals. Answers will be provided in an addendum to all Respondents that have indicated their interest in submitting a Proposal to the Requester. (See Section 3.4.)
- 3.3. Discrepancies and Omissions:** If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term contained in this Request, the Respondent shall notify the Library at least five (5) business days prior to the deadline for submission of the Respondent's Proposal. If the Requester deems the information necessary for submitting Proposals, the Library will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Proposal to the Library. (See Section 3.4.) The Library will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Proposal waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.
- 3.4. Addenda:** If the Library deems it appropriate to issue one or more addenda to this Request, the Library shall send such addenda to all Respondents that have indicated to the Library an interest in submitting a Proposal in response to this Request by returning The Addenda Acknowledgement Form posted on the Library's website for this Request or by notifying the Contact Person in writing (by email or letter). All such issued addenda shall be deemed a part of this Request. Respondents must acknowledge in their respective Proposals all addenda specifically sent by the Library. Failure to acknowledge receipt of addenda may disqualify a Respondent's Proposal from consideration by the Library.
- 3.5. Contacting Library Staff and Officials:** Respondents are prohibited from contacting Library staff and any elected or appointed official of the Library regarding this Request except as specifically set forth in this Request. Failure to comply with this provision may result in rejection of any or all Proposals.

#### **4. General Instructions, Proposal Content, Format, Submission**

See EXHIBIT B – GENERAL INSTRUCTIONS, PROPOSAL CONTENT, FORMAT, SUBMISSION appended hereto and made a part hereof.

#### **5. Proposal Evaluation Criteria**

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

#### **6. Award of Contract**

- 6.1. Proposal Guarantee:** All Proposals must be guaranteed and may not be withdrawn for the number of days specified on page 1 after the proposal submission due date.
- 6.2. Rejection of Proposals:** If a Respondent is not selected as the Successful Respondent as contemplated in this Request, Respondents may withdraw their Proposals.

**6.3. Price:** While it is the Library's custom and practice to award a Contract to the Successful Respondent based on lowest Proposal price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the Library has no obligation to select as the Successful Respondent the Respondent that submits the lowest Proposal Price.

**7. Customer/Client Service**

The Library expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of their obligations and responsibilities as set forth in their Contract with the Library.

**8. General Legal Matters**

See EXHIBIT D – GENERAL LEGAL MATTERS

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See EXHIBIT D – GENERAL LEGAL MATTERS

## EXHIBIT A

### SECTION 2 – SUMMARY AND SPECIFICATIONS

#### 2.1. Summary

**2.1.1. Website Development Services:** The Urbana Free Library is seeking a vendor with previous public library website development experience to help us build our next website. The Successful Respondent shall be ready, willing, and able to work with a Library staff team to develop and deploy a new Library website using an open source content management platform and coordinate a contract for a provider to manage ongoing hosting and regular updates.

**2.1.2. Scope:** The chosen vendor(s) will work alongside an internal Library team. Significant work has already been completed related to the analysis of current website usage, along with potential structure and design of a new site. The Library's team will include a graphic designer on staff, making external design assistance minimal. The Library has identified these websites as similar in design to our vision: Indian Trails Public Library District (<https://www.indiantrailslibrary.org/>), Helen Plum Library (<https://www.helenplum.org/>), Bloomington Public Library (<https://www.bloomingtonlibrary.org/>).

**2.1.3. Responsibility:** The Successful Respondent shall be fully responsible for the timeliness and quality of all website development services to be performed for the Library.

#### 2.2. Specifications

The Successful Respondent shall be responsible for performing the following website development services in a timely and in a high-quality manner:

**2.2.1.** Recommend and implement an open source content management system that meets all current best practices in web design and security, news updates contributed by staff, and possibly an RSS feed.

**2.2.2.** Implement Plug-Ins, Extensions, Widgets, and Modules as needed to meet the goals of the Library.

**2.2.3.** Search functionality that leverages Polaris Integrated Library System (ILS), as well as Library website, blog, and event content. (See image below and the header of our current website with this search functionality here: <https://urbanafreelibrary.org/>)





**2.2.4.** Template-based theming capability so that the Library can change the template for the website and it will apply to all pages on the site.

**2.2.5.** Easy navigation to, and seamless integration with or links to, third-party vendors and content as described in the table below:

<b>Vendor</b>	<b>Type of Integration</b>
Communico (Upcoming Events, Meeting Room Booking)	<p>Widgets and Links</p> <ul style="list-style-type: none"> <li>Widget for “Upcoming Events” visible here: <a href="https://urbanafreelibrary.org/">https://urbanafreelibrary.org/</a></li> </ul> <p>Links for these separate pages:</p> <ul style="list-style-type: none"> <li><a href="https://urbanafreelibrary.libnet.info/events">https://urbanafreelibrary.libnet.info/events</a></li> <li><a href="https://urbanafreelibrary.org/library/meeting-rooms">https://urbanafreelibrary.org/library/meeting-rooms</a></li> </ul>
Constant Contact	<p>Link: (See: <a href="https://visitor.r20.constantcontact.com/manage/optin?v=001kNYsyMKKiRaEc9gLiLY6f3NWL83O7KK608WvafDEkzdgPWRiye1G6ropuW9hzlB3imCr7votvCCgH2r_FJYa7PX4wOvldzztilLzYBTOIY7uc9a_wDzJ0C90LP7C0MXoVOIJZAZvmZxAGK7STM2IKEU3awj6TLe">https://visitor.r20.constantcontact.com/manage/optin?v=001kNYsyMKKiRaEc9gLiLY6f3NWL83O7KK608WvafDEkzdgPWRiye1G6ropuW9hzlB3imCr7votvCCgH2r_FJYa7PX4wOvldzztilLzYBTOIY7uc9a_wDzJ0C90LP7C0MXoVOIJZAZvmZxAGK7STM2IKEU3awj6TLe</a>)</p>
Polaris	<p>Integrated search, link (See current website header and: <a href="https://cucatalog.org/polaris/default.aspx?ctx=6.1033.0.0.5">https://cucatalog.org/polaris/default.aspx?ctx=6.1033.0.0.5</a>)</p>
PayPal	<p>Link: (See: <a href="https://urbanafreelibrary.org/donate/friends">https://urbanafreelibrary.org/donate/friends</a>)</p>
Blackbaud eTapestry	<p>Link (See: <a href="https://app.etapestry.com/onlineforms/UrbanaFreeLibraryFoundation/donation.html">https://app.etapestry.com/onlineforms/UrbanaFreeLibraryFoundation/donation.html</a>)</p>
Omeka	<p>Link (See: <a href="https://urbanafree.omeka.net/">https://urbanafree.omeka.net/</a>)</p>
eResources and Databases	<p>Links (via a proxy server) (See: <a href="https://urbanafreelibrary.org/eresources/databases">https://urbanafreelibrary.org/eresources/databases</a>)</p>
Frontline	<p>Link (See: <a href="https://urbanaillinois.us/jobs">https://urbanaillinois.us/jobs</a>)</p>
Amazon, Etsy, social media	<p>Links (See various locations: <a href="https://urbanafreelibrary.org/">https://urbanafreelibrary.org/</a>)</p>

**2.2.6.** The ability to make fillable forms for various purposes like requesting book bundles (<https://urbanafreelibrary.org/books-and-more-bundles>).

**2.2.7.** Library location listing with hours and Google maps.

- 2.2.8.** Responsive design that works on any browser with a focus on an attractive UX/UI.
- 2.2.9.** User management by roles, with configurable settings at the role.
- 2.2.10.** ADA Accessible design. (To be tested using automated tools, prior to acceptance.)
- 2.2.11.** Technical and content search engine optimization best practices.
- 2.2.12.** One-click language translation functionality. (See the top right button here: <https://www.indiantrailslibrary.org/>).
- 2.2.13.** A sitemap that indexes all pages by menu category. (See: <http://urbanafreelibrary.org/sitemap>)
- 2.2.14.** Back-end file storage of to provide organization of (folders) and accessibility to agendas, meeting minutes, pictures, videos, etc. with tools to monitor and manually purge old content as needed.
- 2.2.15.** Support user testing by Library staff and potentially Library patrons.
- 2.2.16.** Training sessions with selected staff (live or recorded) on content entry, content management, use of templates, and security.
- 2.2.17** Launch the new website 6-8 months after the first project meeting.

### **2.3. Other Responsibilities of Successful Respondent**

The Successful Respondent shall:

- 2.3.1.** Coordinate a vendor for website hosting and provide regular site updates and maintenance.
- 2.3.2.** Provide monthly website reports that detail general website statistics and updates/maintenance work performed.

### **2.4. Insurance Requirements**

The Successful Respondent will be required to furnish one or more Certificates of Insurance that name the Library as an additional insured that provide the coverages in the amounts listed below. All insurance coverage reflected on the one or more Certificates of Insurance shall remain in full force and effect throughout the duration of the Contract and any extensions thereof, if any.

#### **2.4.1. Worker's Compensation**

Basic policy including occupational disease -- statutory limits.

Employer's Liability: at least \$100,000/per person per accident and at least \$500,000 each accident.

Successful Respondents having offices or places of hire outside the State of Illinois shall attach or otherwise show an "all states" endorsement.

#### **2.4.2. Comprehensive General Liability**

Minimum limits:

Bodily Injury: \$1,000,000/each occurrence; \$1,000,000/aggregate

Property Damage: \$1,000,000/each occurrence; \$1,000,000/aggregate

Included coverage:

- Premises and Operations
- Independent Contractors
- Products and Completed Operations (including coverage for defects in materials, products, or equipment installed under the Contract that appear within one year after the date of substantial completion)
- Property Damage -- include Broad Form. Write on occurrence basis.
- Contractual Liability
- Bodily Injury -- include Personal Injury
- Property Damage -- remove "XC" exclusion
- Property Damage -- remove "U" exclusion

#### **2.4.3. Comprehensive Automobile Liability**

Minimum Limits:

Bodily Injury: \$1,000,000/each person

Property Damage: \$1,000,000/each occurrence

Included Coverage (may be in comprehensive form): Owned vehicles, non-owned vehicles, hired vehicles, property damage

Written on occurrence basis

#### **2.4.4. Excess Liability**

Umbrella form: Combined bodily injury and property damage minimum limits: \$1,000,000/each occurrence; \$1,000,000/aggregate

**2.4.5. Surety Ratings:** Insurance required shall be written with a company having at least an "A-10" rating as listed in Best Insurance Guide, latest edition.

**2.4.6.** Maintenance of the insurance shall in no way relieve the Successful Respondent from any responsibility or requirement to the Successful Respondent of any responsibility whatsoever. The Successful Respondent may carry, at their own expense, such additional insurance as is deemed necessary, providing such insurance does not prejudice or in any way interfere with the Library's rights of recovery under the Library's Builder's Risk Insurance.

## **EXHIBIT B**

### **SECTION 3 – GENERAL INSTRUCTIONS, PROPOSAL CONTENT, FORMAT, SUBMISSION**

#### **3.1. Due Date and Time**

No Proposal shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Request.

**3.1.1. Format:** All Proposals must follow the format described in this Exhibit B. Respondents shall provide information requested by this Request in a direct and concise manner. Responses shall refer directly to section numbers in this Request.

**3.1.2. Guaranteed Proposals:** All Proposals must be guaranteed and the Library will not accept conditional or qualified Proposals unless provided otherwise in this Request.

**3.1.3. Completion of Forms:** All blank spaces in any form document included in the Proposal must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Proposal must initial any changes or corrections made on the Proposal if changes are made by typewriter or indelible ink after printing. Electronically submitted revisions of the proposal should have changes tracked through a word processor and the revised version shall be signed in the manner described in 3.1.4.

**3.1.4. Authorization to Submit Proposal:** A responsible person must sign the Proposal and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Proposal on behalf of the Respondent. For Proposals tendered by email, this signature should be scanned and included with the Proposal document.

**3.1.5. Acceptance/Rejection:** The Library's decision to accept or reject any or all Proposals or portions thereof shall be final.

**3.1.6. Clarification of Proposal:** Subsequent to receipt of Proposals, the Library may require the Respondents to clarify or explain their Proposals or any part or parts thereof by way of a telephone conference, email, in-person conference, or in writing.

**3.1.7. Revisions After Submission:** If changes are made by typewriter or indelible ink after printing, the person signing the Proposal must initial any changes or corrections made on the Proposal. If changes are made on an electronically submitted Proposal, then the changes should be visually highlighted through a word processor and the revised version shall be signed in the manner described in 3.1.4.

**3.1.8. Multiple Proposals:** A Respondent may submit multiple Proposals involving various methods of meeting the goals and objectives outlined in this Request. However, each submitted Proposal shall be separate and complete in every respect and the envelope or cover page shall be conspicuously marked as Proposal No. 1, No. 2, etc.

### **3.2. Proposal Content and Format**

The proposal must include:

**3.2.1.** Respondent's name, address, telephone number, email address, and website (if any).

**3.2.2.** Contact person name, address, telephone number, and email address.

**3.2.3.** Respondent's experience providing the type of services requested or handling the type of project. Strong preference will be given to vendors who have worked on at least two public library projects of similar size and scope.

**3.2.4.** Rather than including detailed resumes, please describe the roles on the project team. For each role, please tell us the type of duties that they will perform and the experience level we should expect for staff in that role.

**3.2.5.** A work plan that describes the various phases of the project, tasks and activities, person responsible, and the estimated time to complete each phase.

**3.2.6.** References from three recent clients representing work with public libraries or similar organizations (park districts, municipalities, nonprofit organizations, etc.). Respondent must provide, for each reference, the business name, address, telephone number, email address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and email address.

**3.2.7.** List all claims/disputes initiated by your clients in the last five (5) years.

**3.2.8.** The expected means by which the Respondent typically resolves disputes.

**3.2.9. Addressing Specifications (Exhibit A):** Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Proposal proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the Library to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the Library's Specification.

### **3.3. Pricing Information**

**3.3.1.** The proposal must include the total cost for the complete project, an hourly rate for any work potentially requested beyond the scope of the proposal, and a hosting/ongoing maintenance estimate. In the event that the aforesaid includes components or discrete parts, the Proposal must include an aggregate price quote as well as pricing for each component or discrete part.

**3.3.2.** The Library anticipates that this project will be completed remotely. However, if the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection

with Proposal, if accepted, will be required, the Library requests that, where reasonable, all persons staying overnight do so at a location within the Urbana city limits.

3.3.4. All prices must be guaranteed for the period of days shown on the first page of this Request.

3.3.5. Amendments to Request: In the event that the Library issues any changes to its Request following the publication or issuance date, as the case may be, listed on Page 1 of this Request, it will do so through one or more addenda which will be posted in the same places as the RFP.

3.3.6. Use of Subcontractors: The names, addresses, telephone numbers, email addresses, and websites (if any) and the names of contact persons of all subcontractors that the Respondent anticipates using in performance of work requested in the Request.

### 3.4. Submitting Proposals

3.4.1. Proposal Submissions by Email: For Proposals submitted by electronic mail (email), the Respondent shall send to the contact person listed on Page 1 of the Request for Proposal as a PDF attachment to an email – and the contact person will reply to confirm receipt. If the Respondent submits an email and does not receive a response within two (2) business days of the submission, ***it is the Respondent's responsibility*** to call the contact person to confirm receipt or arrange for alternate deliveries.

### 3.5. Assumption of Risk

Regardless of the means and method by which Respondent uses to send the Proposal, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Proposal for receipt by the contact person listed on Page 1 of the Request after the date and time specified on Page 1 of the Request. The Library shall have no responsibility should Respondent's Proposal be received after the date and time specified on Page 1 of the Request for the Library's receipt of Proposals.

## **EXHIBIT C**

### **SECTION 4 - EVALUATION CRITERIA**

#### **4.1. Treatment of Proposals**

Until such time as the Library has entered into and executed a Contract with a Respondent or has fully rejected all the Proposals, the Proposals will be subject to Section 7(1)(h) of the Freedom of Information Act. 5 ILCS 140/7(1)(h) exempts “proposals and bids... until an award or final selection is made.”

#### **4.2. Evaluation Criteria**

The Library will evaluate the Proposal(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Proposals expire and will be based on, but may not be limited to, the following criteria.

**4.2.1. Completeness:** Degree of completeness of the Proposal.

**4.2.2. Price:** The Library will consider the aggregate price and, if provided, component pricing included in each Proposal.

**4.2.3. Experience:** The experience of the Respondent in performing the services as requested in this Request. The Library will conduct Reference Investigations as part of the evaluation process.

**4.2.4. Other Criteria:** In addition to the above, the Library may consider the following additional criteria: To the extent the Library has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent’s cooperation in resolving such problems or disputes to the satisfaction of the Library.

**4.2.4.1.** The availability and capacity of the Respondent to perform the services in a timely manner.

**4.2.4.2.** The ability of the Respondent to provide documentation and training to our staff.

**4.2.4.3.** The ability of the Respondent to arrange for or provide ongoing hosting and maintenance for the site.

#### **4.3. Reference Investigations**

The Library may undertake such investigations and other due diligence regarding Respondent and Respondent’s Proposal as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the Library that has obtained goods, services, labor, and/or materials from Respondent similar to those described in this Request. The Library reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Respondent fails to satisfy the Library that Respondent is properly qualified to meet the requirements contained in this Request.



#### **4.4. Default on Obligations to Library**

No Proposal will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the Library or is in breach of any agreement to which the Library is a party, which breach has not been fully cured to the satisfaction of the Library.

## **EXHIBIT D**

### **SECTION 5 – GENERAL LEGAL MATTERS**

#### **5.1. Rights to Proposals and Supporting Materials**

All Proposals and related information provided by Respondents shall become the property of the Library when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Proposal or supporting materials that is or are not otherwise in the public domain, the submission of the Respondent's Proposal shall not be deemed or construed as a waiver, release, or transfer to the Library of the Respondent's intellectual property rights.

#### **5.2. Public Records, Confidential Information**

**5.2.1. Application for Freedom of Information Act After Award:** Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Proposals will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) request and other applicable laws and rules except as provided below.

**5.2.2. Confidential Information:** A Respondent may not designate an entire proposal as confidential in order to avoid having it produced in response to the Library's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that they have a lawful basis for designating certain information in the Respondent's Proposal as confidential, proprietary, or trade secret, as defined in the Illinois Trade Secrets Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Proposal that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the Library to establish the confidentiality of the information labeled as such since the Library will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Proposal shall not supersede The Library's legal obligations under FOIA.

**5.2.3. Confidential Proposals:** The Library will neither accept nor consider any Proposal that indicates it should be treated as confidential, proprietary, or as a trade secret in its entirety.

**5.2.4. Submission of Confidential Information:** If a Respondent requests that a portion of its Proposal be treated as confidential, proprietary, or trade secret, the Respondent must submit an additional copy of the Proposal with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Proposal as possible.

**5.2.5. Costs of Claiming Confidentiality:** Each Respondent shall be responsible for any costs the Library incurs in defending a request for Proposal information that the Respondent has marked as “CONFIDENTIAL INFORMATION.” In the event that the Library receives a FOIA request that seeks disclosure of that portion of a Proposal containing information designated as confidential and the Respondent requests the Library to withhold that information from disclosure, the Respondent shall cooperate with the Library to the degree necessary for The Library to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General’s Office, as the case may be.

**5.2.6. Intellectual Property Rights of Others:** By submitting a Proposal, the Respondent represents and warrants that anything contained in the Proposal does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

### **5.3. Costs of Submitting Proposals**

The Respondent shall be responsible for any and all costs and expenses in connection with the preparation and submission of the Respondent’s Proposal.

### **5.4. Lawfulness of Submission of Proposal**

By submitting a Proposal, the Respondent represents and warrants that the Respondent –

**5.4.1. No Bid Rigging:** Has not engaged in any unlawful bid rigging, price fixing, or group boycott with any other Respondent or third person.

**5.4.2. No State or Federal Law Violations:** Has not violated any state or federal law governing the subject of that which is sought by the Request.

**5.4.3. Direct Interest in Contract:** Is the only person that will have a direct interest in the Contract, if any is awarded.

**5.4.4. No Bribery:** Has not made any effort to coerce or bribe any Library employee to award the Contract to the Respondent. Has not undertaken any effort to provide The Library with the Specifications used in this solicitation document.

### **5.5. Taxes**

By law, the Library is exempt from paying federal excise tax, state and local retailers’ occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The Library’s tax-exempt number will be furnished upon the Successful Respondent’s request.

### **5.6. Authorizations**

Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the Library with all necessary permits, licenses, and certificates required to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the Library. The Successful Respondent shall comply with all requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

#### **5.7. Use of Library Name**

No Respondent, including the Successful Respondent, if any, shall use the Library's name or logo in any form of advertising without the Library's prior written permission.

#### **5.8. Contract Documents**

The Successful Respondent shall be required to enter into a Contract with the Library that may include, but may not necessarily be limited to, the following:

**5.8.1. Successful Respondent-Supplied Contract:** If a Respondent, if selected as the Successful Respondent, expects the Library to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with the Proposal. Nothing herein shall require the Library to accept the terms of such agreement form.

**5.8.2. Supplied Contract Form:** If a Respondent, if selected as the Successful Respondent, does not intend to ask the Library to use their agreement form, the Library shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the Library's Request and Successful Respondent's Proposal to which the Library and Successful Respondent agree.

**5.8.3. Final Contract Terms:** Regardless of whether the Successful Respondent's or the Library's agreement form is to be used, where appropriate, the Successful Respondent and the Library will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the Library and the Successful Respondent shall contain the following:

**5.8.3.1. Price Quote:** The Successful Respondent's price quote as contained in the Proposal or as further negotiated by and between the Respondent and The Library which, in all events, shall include the all costs of delivery, setup, testing, instruction, and warranties, if any.

**5.8.3.2. Payment:** Terms of payment by the Library to the Successful Respondent.

**5.8.3.3. Specifications:** The Specifications provided for in this Request as may be modified by agreement between the Library and the Successful Respondent.

**5.8.3.4. Default and Cure:** Terms covering the Successful Respondent's or the Library's default, if any, with rights to cure such default.

**5.8.3.5. Representation of Authority:** If the Successful Respondent is a corporation, limited liability company, or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to execute the Contract.

**5.8.3.6. Costs of Negotiation:** The Library and the Successful Respondent are required to bear their respective costs of negotiating and executing the final Contract between them.

**5.8.3.7. Indemnification:** The Successful Respondent's indemnification, holding harmless, and duty to defend the Library in the event of any bodily injury or property damage caused by the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing the duties as provided in the Contract.

**5.8.3.8. Warranties:** Any warranties that were submitted along with the Respondent's Proposal, including any modifications thereof agreed to by the Library and the Successful Respondent.

**5.8.3.9. Insurance Requirements:** The Library will specify the minimum insurance coverages required to be in place, with the Library named as an additional insured, where appropriate.

**5.8.3.10. EEO Representations:** Affirmation of the EEO representations that the Successful Respondent provided as part of the Proposal.

**5.8.3.11. Termination of Contract:** Means for terminating the Contract by the Library or the Successful Respondent and the non-terminating party's rights and remedies.

**5.8.3.12. Governing Law:** The laws of the State of Illinois shall apply to any interpretation, construction, breach, and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois, or, if applicable, the United States District Court for the Central District of Illinois.

**5.8.3.13. Materials and Supplies Inspection:** Unless otherwise specified, materials and equipment purchased will be inspected as to meeting the quality requirements of the Request for Proposal. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory, or other appropriate inspection agency, for an analysis and test as to whether the material conforms in all respects to the specifications. In cases where the commercial laboratory report indicates that the material does not

meet the specifications, the expense of analysis is to be borne by the Successful Respondent and the order or balance thereof may be cancelled by the Library.

**5.8.3.14. Safety:** The Successful Respondent shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, that occur as a result of the Successful Respondent's completion of the work. The safety provisions of applicable laws and building construction codes shall be observed, and the Successful Respondent shall take or cause to be taken such additional safety and health measures as the Library's Executive Director may determine to be reasonably necessary.

**5.8.3.15. Contract Amendments:** All changes to the Contract must be mutually agreed upon in writing and signed by the parties to the Contract. If any such agreed-upon change causes an increase or decrease in the Successful Respondent's cost of, or the time required for, the performance of any part of the work under this Contract, adjustment shall be made and the Contract modified accordingly. Any agreements not signed, as heretofore indicated, shall be considered null and void. The Successful Respondent shall furnish an itemized price breakdown in connection with any proposal made for Contract modification. The price breakdown shall be in sufficient detail to permit an analysis of all material and labor costs. If the proposal includes a time extension, a justification therefore also shall be furnished.

**5.8.3.16. Contract Will Apply to Subcontractors:** The provisions of this Contract apply to any subcontractor. The Successful Respondent agrees that they are fully responsible to the Library for the acts and omission of their subcontractors and of persons either directly or indirectly employed by them as they are for the acts and omissions of themselves or persons directly employed by them. Nothing contained in the Contract documents shall create any contractual relation between any subcontractor and the Library. The Successful Respondent shall not contract any part of the work under this Contract, or permit their contracted work to be further subcontracted, without the prior written approval of the Executive Director. The Successful Respondent shall submit with their bid a complete list of proposed subcontractors and possible alternates.

**5.8.3.17. Payment for Work:** Payment in full will be made upon submission of an invoice at the end of each month. All payments are subject to satisfactory final inspection and acceptance by the Library.

**5.8.3.18. Drug-Free Work Environment:** The Successful Respondent shall comply with the Drug Free Workplace Act and Certification of Compliance. The Vendor Representations and Additional Duties (VRAD) form included as Exhibit F is to be completed by the Respondent and returned with said proposal.

**5.8.3.19. Additional Terms:** Such other terms, if any, as the Library and the Successful Respondent shall agree.

## **5.9. Termination of Solicitation Process/No Rights Created**

The Library reserves the right to terminate the solicitation and selection process at any time, to reject any or all Proposals, and to award a Contract in the best interest of the Library. Nothing herein shall be deemed to create any right or interest in any arrangement between the Library and any Respondent unless and until the Library and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the Library to accept a Proposal based solely on lowest price.

## **5.10. Affirmative Action**

The Successful Respondent and its subcontractors, if any, shall agree to comply with The City of Urbana's Affirmative Action Ordinance and, when required, shall submit written evidence of the firm's employment practices, policies, goals, and statistical data concerning employee composition on race, color, job description, and compensation. "Award of Contract" is contingent upon on-site inspection or other means of verification in accordance with City of Urbana procedures.

**5.10.1. Compliance with City Ordinance:** If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies, and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the Discrimination in Employment by Contractors and Vendors with the City Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217-384-2466 or by email at hro@urbanaininois.us. Further, the Successful Respondent shall comply with The City's Human Rights Ordinance (Urbana City Code Sec. 12-1 et seq.).