

SACRAMENTO PUBLIC LIBRARY AUTHORITY

Sacramento Public Library Public Relationship Project (Brand Identity/Employee Motivation Tools/Virtual Presence/Wayfinding System) Request for Proposal

DATE ISSUED: **October 8, 2007**

PROPOSAL DUE: **4 p.m., Monday, November 19, 2007**

Introduction

This Request for Proposal (RFP), from the Sacramento Public Library Authority, solicits qualified businesses (hereinafter referred to as “Vendor”) to submit a proposal for an all-encompassing brand and identity package.

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Project Identification

The Sacramento Public Library Authority (hereinafter referred to as “Authority”) is issuing an RFP for a Vendor to develop a unique, multi-faceted brand and identity for the Sacramento Public Library. Included in the required services will be complete project management, as well as quantitative and qualitative research, including pre- and post-brand mapping surveys. The project outcomes will include: an all-encompassing brand image (detailed below); an employee-change management component; a customer-relationship program, a logo mark with usage specifications; a unique, seamlessly-integrated library public web site and staff Intranet site, both featuring an easy-to-use, customized content management system; and a wayfinding system useable in multiple types of library facilities.

The goals of this brand and image project are to:

- Reposition and heighten the library's visibility within the community.
- Position the library as a relevant and essential community service.
- Create greater awareness of the library's resources, services, and programs.
- Promote the use of the library.
- Enhance the value of the library to ensure the sustainability of public and private financial support.
- Integrate the assorted product offerings, support organizations, Central Library, and branch libraries under one cohesive brand.
- Identify and attract top-tier public and private entities to partner with the library.
- Improve employee morale and provide tools to create brand champions and improve customer service.

Background

As the fifth-largest library system in California, the Sacramento Public Library Authority serves the County of Sacramento, including the cities of Citrus Heights, Elk Grove, Galt, Isleton, Rancho Cordova, and Sacramento, as well as the unincorporated areas. The library system includes a Central Library, 26 library branches, two bookmobiles, and a multi-use special events vehicle. The library offers a full range of services, including digital resources linked to from the library's web site at www.saclibrary.org. The library also includes the Sacramento Room, located in the Central Library. The Sacramento Room houses a unique collection of rare historical books, ephemera, and documents relating to the history of Sacramento and California.

The library is celebrating its 150th anniversary, having been founded by some of the Sacramento community leaders in 1857, initially as a private subscription library. The library wishes to continue to serve the community for the next 150 years and beyond.

The Sacramento Public Library is at an important point in its mission “to provide open access to the diverse sources and ideas that inspire **learning**, promote **reading**, and enhance **community** life” and to meet the needs of the diverse and multi-lingual/cultural communities it serves. The Library Authority is implementing a major strategic planning process in the coming year.

In addition, it is important to note that public funding for the library is dependent upon the economy of the city, county, and state. In November 2004, residents in the City of Sacramento passed, for the second time, a ten-year ballot measure for enhanced library services. It will be important to the library's marketing and branding efforts to clearly articulate the value of the library to the community in relationship to any such future ballot measure.

The library also relies on private funding from the Sacramento Public Library Foundation and the Friends of the Sacramento Public Library, both of which are integral parts of the Sacramento Public Library brand. Private fundraising success relies, in large measure, on the library's exposure within the community, on its ability to produce and implement programs/services that meet real community needs, and on the public's overall perception and value it places on the library.

Purpose

A major goal for the library's re-branding and re-imaging campaign is to increase the number and diversity of people who regularly use the library, both in person and via the Internet. The Authority wishes for users and current non-users to view the Sacramento Public Library as a: 1) resource for education, self-improvement, and entertainment; 2) friendly, comfortable place with knowledgeable, capable and caring staff; 3) resource for a rich assortment of cultural programming that is relevant, exciting, and engaging, while meeting a variety of interests.

Scope of Services

Brand

- 1) Quantitative and qualitative research, including brand mapping (pre and post).
 - a) Based on the scope of services listed below, both quantitative and qualitative research will need to be conducted to inform and authenticate the Vendor's recommendations. Research should include external and internal audiences.
 - b) Brand Map – Vendor must answer the question: Where does the library reside in the minds of its constituents on its own, as well as in relation to other brands (*local, regional, national*)?
 - c) Which private and public sector brands are strategically aligned with the Vendor and Authority's combined vision for the library's new brand, and would make for good brand-fit partners going forward?
- 2) Evaluation/recommended adjustments of the Internet domain name, the customer service statement, and the system name, as well as the development of an advertising positioning statement.
 - a) The vendor should plan to evaluate the domain name "saclibrary.org." Does it resonate with the library's users and non-users? Could a better domain name be identified and purchased? If yes, what type of communication plan would the Vendor recommend to convey the new address? What types of marketing pieces would be needed to communicate a change?
 - b) Does the library's customer service statement resonate with its users and staff? How about with non-users and community partners? Should it be modified or adjusted?
 - c) The library serves five cities in addition to the City of Sacramento and the County of Sacramento. The selected Vendor will need to answer the questions: What name best fits the system that does not alienate cities not carrying the Sacramento name? What name will stand the test of time as population grows and as new communities sign on to the Authority or "drop out?" Or, is there enough equity in the existing system name to warrant it stays the same?
 - d) What positioning statement should inform the library's advertising?
- 3) Development of brand essence/promise/scripting/mnemonic/favicon/mascot
 - a) What is the personality that best fits the Sacramento Public Library and will forward its mission the furthest?
 - b) What does the brand stand for? What does it deliver? What potential does it have?
 - c) What scripts (*e.g.* 5-second answering of the telephone, 30-second story, or 2-minute elevator speech) best convey the library's promise?
 - d) What mnemonic device could be used in audio formats, both via the web and other means, that could be unique to the library?

- e) What favicon could be developed for the library's web site that can convey its presence in customers' Internet browser address bars and favorites/bookmarks?
 - f) Should the Authority choose to develop a mascot and/or avatar? What choice would best resonate with the library's target audience and best convey the brand promise? What would it look like?
- 4) External outreach kits for the new brand message.
- a) As outreach is an important part of library service, an external kit is also necessary in order to provide staff with the tools that convey the essence of the library to potential partners, service recipients, and customers.
- 5) Logo mark and usage standards/style manual.
- a) The library is in need of a new logo that communicates its potential to be a centerpiece of reading, learning, and community to its constituents. Like all marks, it should be able to endure and not relate to materials that would cause it to become dated in the future.
 - b) The logo will be used on all electronic, printed, and manufactured pieces the library produces. Therefore, along with communicating the library's brand essence, it should reduce well and be able to be reproduced well in black and white, as well as in electronic media. It should also adhere to all graphic design industry standards and ADA specifications. This and other usage dictates would be detailed in a comprehensive style manual the Vendor would need to prepare for the Authority.

Employee Motivation and Tools

Any re-branding effort must have staff buy-in for it to succeed. That said, some influential library staff perceive they have experienced much negative change in the past 10-15 years (*e.g.* budget cuts; technological, policy, and staff changes; changing customer use patterns; a customer service focus; and negative publicity). This has left many staff discontent.

- 1) The library is in need of a strategic organizational-change management framework. The Authority expects the Vendor to work with our, as yet to be hired, Training Supervisor to lead the library through mass organizational change exercises to bring the library into a new positive environment from which to move forward. Should the library not have the Training Supervisor in place when this component needs to be launched and the Vendor does not have change management expertise within its employ, the Authority will work with the Vendor to identify appropriate expert(s) so the Vendor may retain the expert's services.
- 2) Library staff needs to be convinced that branding is necessary to the mission of the library, as branding is a fairly new undertaking within the profession. Therefore, the development of an internal sales strategy and "sales kit" is imperative to the success of this branding campaign.
- 3) The Authority will identify brand champions within the organization to encourage other staff. The Vendor will need to develop special training and tools for these individuals.
- 4) The Authority has already adopted a customer service strategy; however, this needs to be reiterated to staff. The Vendor will need to develop tools or training sessions to reestablish a customer-centric focus.

- 5) The library is dependent on the goodwill of past employees. Previous employees of organizations are often the best source for volunteers, financial contributions, community networking, and new employee referrals. Therefore, the Authority wishes to establish an integrated Library Alumni Association. This association would serve as an advocacy group for the library.

Customer Relationship Program

The Authority believes all residents of and visitors to its service area are the library's customers, whether they possess a library card or not. Therefore, it is incumbent upon the Vendor, using the latest adaptable technology, to provide tools for the library to begin, build, and maintain relationships with these constituents.

- 1) This will include a Customer Relationship Management program that would interface with the library's existing information technology systems (detailed below) and would increase library/customer interactions.
- 2) The Authority believes word-of-mouth is the best advertising; therefore, it will look to the Vendor to develop strategies that will work to convert many customers from "users" to library "boosters" (e.g. Apple iPod owners).

Online Presence

The Authority will look to the Vendor to develop a dynamic, robust, and fully-integrated public web site. The Vendor's research will inform what online needs the community is looking to the library to fulfill. The public web site will be a one-stop portal to all the best information the community needs or desires. The current public web site has 6563 files, 302 folders, is approximately 780MB in size, and averages 1400 visits per day. The site should:

- 1) Be easy to use and have a sensible architecture, including document structure, navigational structure, site map, and site search.
- 2) Feature customizable Web 2.0 capabilities, including blogs, RSS, wikis, and other social networking tools, a downloadable customer toolbar that searches the library's online catalog, and easily link to other sites and information on the web.
- 3) Seamlessly interface with the library's online catalog. The online catalog, a product of the Innovative Interfaces, Inc. Millennium system, has its own proprietary code. As such, headers and footers must be HTML. JavaScript is allowed.
- 4) Be ADA compliant and allow for customers to change font size and contrast. The site must also conform to section 508 and meet, at a minimum, WCAG priority 1. WCAG priority 2 is preferred.
- 5) Follow current web standards, including separation of content from style, semantic and valid HTML and CSS, and, at a minimum, pass HTML 4.0 strict validation.
- 6) Be cross-browser, cross-platform, and cross-device functional, degrading gracefully where necessary.

- 7) Feature branch library pages and program pages, which stand on their own and feature Web 2.0 capabilities, should a customer choose to only interact with the library via their individual branch page.
- 8) Provide customers with access to library information and resources, along with chat interfaces and library program sign-up on their mobile computing devices and cell phones.
- 9) Allow for future growth to link to new capabilities and planned digitized collections.
- 10) Integrate with current event calendar and registration system from *e-vanced solutions*, or recommend alternative software.
- 11) Allow customers of all ages to register for library reading and non-reading groups/clubs, post book images and commentaries, and conduct online book discussions.
- 12) Integrate easily with current popular web sites (*e.g.* Google Maps, Flickr) via mash-ups, etc.
- 13) Run on Windows 2003/2007 server with IIS.

The current staff Intranet site supports 350+ staff. In addition to the above, the staff Intranet site should:

- 1) Allow the option of NT authentication, to pass the user's NT login to the intranet so that users do not have to perform a separate login for the site.

A Content Management System is needed for both the public web site and the staff Intranet site. In addition to accommodating the above requirements for the public web site and staff Intranet site, the Content Management System should:

- 1) Have a WYSIWYG editor.
- 2) Use templates.
- 3) Allow multi-user authoring.
- 4) Have version control (ability to roll back).
- 5) Have multiple security levels and audit trails.
- 6) Provide workflow/approval queues.
- 7) Provide reporting and usage statistics.
- 8) Provide metadata to allow indexing and searching.
- 9) Be extensible (allow add-ons).
- 10) Support multiple formats.
- 11) Preferably be open source.

Wayfinding System; Location Look and Feel; Vehicle/Tradeshow Booth Graphics

Libraries, by their nature, are places of discovery. Traditionally the organizational systems of libraries are designed to aid highly skilled customers and staff in locating specific materials.

- 1) The Authority requests the Vendor work with library staff to design a more intuitive finding system for the novice, multi-age, and non-English speaking users. This system may employ static or dynamic signage, and may better support browsing behavior while not detracting from the

experience of the highly skilled user. This system must also work in various environments, such as:

- a. the Central Library
- b. Branch public and joint-use (school) locations (of various sizes)
- c. Single-purpose facilities

The Vendor should plan to develop a wayfinding/signage system and corresponding manual and sign template that the library can manipulate electronically.

- 2) The Vendor will need to create a design element palate that conveys the brand essence. This may or may not be educationally thematic, though it will need to work in incredibly varying styles of interiors and buildings of different ages.
- 3) The library conducts a great deal of outreach at community festivals and events. Therefore, the Vendor will need to design a tradeshow booth for use at such events. The components may be used in part or in their total, based on available space. Because of this, each component should be representative of the whole.
- 4) The Authority uses delivery and maintenance vehicles, two bookmobiles, and one multi-use event/outreach vehicle. Therefore, the Authority needs the Vendor to design vehicle graphics that also communicate the library's brand promise.

Evaluation Plan

When the program is complete, how will the Authority and Vendor know if the program has had the desired outcomes? As the plan is executed, how will the Authority and Vendor know if course adjustments are necessary? Outcomes must be defined prior to execution and measured along the way. Additionally, the program must be measured after it is executed to gauge the program's success.

Miscellaneous

The Authority will need the Vendor to determine a system for addressing current unforeseen needs during the project, as well as potential post-project needs (*e.g.* an hours bank, etc.).

Role of the Sacramento Public Library

The library's Marketing Department and the Public Relationship Program Team will serve in an advisory capacity to the Vendor. Additionally, the Marketing Department will work closely with the Vendor to ensure deliverables are meeting the Authority's expectations. The Marketing Department will also assist the Vendor Project Manager in staying on task. The Public Relationship Program Team will provide access to resources identifying and describing the library's deliverables (resources/program/services), strategic audiences, and current marketing and communications materials and resources. The library's Management Team will also serve as a resource to the Vendor on overall library policy and directional issues. Key library staff will be available to answer questions, as appropriate.

Submission Requirements

Statement of Qualifications

The statement should provide:

- 1) Letter of application that describes the firm's interest in delivering the Scope of Services outlined above. An individual authorized to negotiate a contract should sign the letter.
- 2) Vendor experience and services, as they relate to the tasks set forth in the Scope of Services.
- 3) Background information on any proposed subcontractors, including the legal name of the firm or organization; year established; address; telephone and fax number; e-mail address; and a brief outline of the firm's experience and qualifications, as they relate to this RFP.
- 4) Résumé or Circum Vitae for the project manager and professional biographies for other individuals of the firm, including subcontractors, who will significantly contribute to the project.
- 5) State or Provincial Articles of Incorporation or partnership.
- 6) A list of three to five current or former clients (within the past five years), who can serve as references, should be included. The list shall include client's name, a brief description of work completed for that client, and a contact person for the client with full contact information. Also, include the URL for the organization's web site portfolio, or URLs for web sites the organization has designed.
- 7) A detailed list of contributions to Authority Board members in excess of \$250 (see Other Terms and Conditions, item #4).

Vendor's proposal should detail their experience in similar type of work, including:

- 1) Conducting quantitative and qualitative branding research and organizational assessments.
- 2) Providing analysis and recommendations from data gathered in research and organizational assessments.
- 3) Developing comprehensive branding efforts, preferably for public, non-profit agencies, and/or relevant private sector entities.

- 4) Providing training modules for staff on the principles of branding and brand indoctrination.
- 5) Use of technology as an effective internal and external communication tool.
- 6) Web development, change management, employee indoctrination, customer relationship program development, wayfinding/signage systems, and organizational assessment which have been performed for other organizations within the past five years.

Project Cost Proposal

The intent of the Authority is to purchase all services outlined in the Scope of Services. Should cost prove prohibitive, the Authority may choose to purchase only some services. Therefore, vendors should include itemized fees, estimated hours for conducting all work, and an hourly cost for all components outlined in the scope of services (including overall project management). The Vendor should include hourly cost for additional work needed, or for the purchase of an *hours bank*. If change orders prove necessary, the Vendor should detail in the proposal how they will be handled. Should the purchase of several services trigger discounts, outline those various cost-breaks.

Products/Deliverables

After initial research is conducted, the chosen Vendor will deliver 25 printed copies of the “Sacramento Public Library Public Relationship Project Plan,” as well as an electronic copy in *Microsoft Word* format. This project plan will include a timeline, a plan of action for implementation, recommendations for introducing the deliverables to the appropriate constituencies, and an evaluation methodology. The following items, previously outlined under Scope of Services, will also be delivered by the Vendor to the Authority:

Research (quantitative and qualitative)	Internal brand communication strategy/plan/tools
Brand-mapping and brand fit exercise	Customer service strategy/plan/tools
Domain name recommendation	Customer relationship management system
Customer service statement evaluation/recommendation	Customer evangelical recruitment strategy/plan/tools
Positioning statement recommendation	Robust integrated (multi-device accessible) Web 2.0 web site
Name evaluation/recommendation	Robust customer tool bar
Brand essence/personality/promise recommendation	Robust Intranet
Brand evaluation/recommendation	Wayfinding system
Employee scripts (various length)	Wayfinding /signage manual
Mnemonic device	Various signage samples (in executable, electronic format)
Favicon	Design element/palate
Mascot	Tradeshow booth - multi-component
Outreach kit	Vehicle design packages (for multiple types of vehicles)
Logo mark	Hours bank
Style/usage manual	Evaluation strategy/plan/tools (outcomes-

	based)
Change management framework	Other items the vendor would like to recommend

Ownership

The Authority will retain ownership and copyright of all work and systems, tangible and intangible, that the Vendor produces on behalf of the library in perpetuity. Off-the-shelf software products, for which the Authority purchases license(s) at the recommendation of the Vendor, may remain the property of the original developer; however, customizations the Vendor or Authority add will remain the property of the Authority.

Evaluation and Selection

Proposals will be evaluated according to the following criteria:

1. Expertise and experience:

- Résumé of project manager
- Qualifications of all project personnel
- References from previous projects
- Experience conducting, interpreting, and applying similar research

2. Approach and methodology:

- Understanding of scope of work, library, communities, and industry
- Suggested enhancements to Scope of Services
- Products and data that will be provided
- Past creativity experience, as well as creative approach

3. Ability to complete project in a timely manner:

- Adherence or enhancements to the project timeline
- Description of resources
- Results of past projects

4. Cost:

- Estimated fee to complete project
- Allocation of costs by activity
- Applicable purchase discounts

A short list of selected vendors will be invited to present their individual proposals to a panel consisting of Authority staff and other parties, as deemed appropriate by library management staff.

Each proposal will be reviewed, evaluated, and scored. The Authority reserves the right to reject any or all proposals, or to award a contract to a vendor who did not get the highest score.

The Authority reserves the right to award the contract to the Vendor whose qualifications, in their sole judgment, most closely match the needs of the project. The Authority reserves the right to accept or reject any or all portions of the RFPs submitted and to waive any minor informality or irregularity in any proposal. Additionally, the Authority reserves the right to reject any or all proposals and/or to seek additional proposals. The cost of developing the RFP and any interview costs are solely the

responsibility of the competing vendors. All RFPs submitted will be considered public records, subject to disclosure under the Public Records Act.

Project Timeline

The Authority projects the following timeline; although, this is subject to negotiation and amendment and can be improved upon or extended by mutual agreement:

2007

Oct 8	Request for Proposal issued
Oct 9- Nov 16	E-mail questions and corresponding answers (ongoing)
Nov 19, 4 PM	Proposal due to Authority
Nov 19-Dec 1	Authority reviews proposals
Dec 5	Contenders notified
Week of Dec 17	Interviews conducted with selected firms

2008

Jan 7	Notification of selected firm
Jan 31	Contract approval
Feb 1	Vendor begins work
Mar 31	First round of research completed
Apr 30	Project Plan Report presented to Authority
July 1	Employee and Intranet components completed
September 1	Web site, logo/style guide, and vehicle/booth graphics completed
November 1	Customer relationship and support groups components completed

2009

February 1	Wayfinding, interior, tradeshow booth, “look & feel” completed
April 1	Miscellaneous items completed
Nov 1	Post-research completed
Dec	Final post-analysis summary report to Authority due

Submission and Deadline for Proposals

Six written copies of the proposals, one with an original signature, plus an electronic copy in electronic format (PDF or Microsoft Word) via e-mail, must be received by 4 p.m., Monday, November 19, 2007. Send to:

Sacramento Public Library Authority
Sacramento Public Library Public Relationship Project Proposal
ATTN: Gary Shaffer, Director of Marketing
828 I Street
Sacramento, CA 95814
E-mail: gshaffer@saclibrary.org

Submittals by fax and e-mail solely are not acceptable. Hand-delivered submissions should be delivered to the library’s executive offices on the Central Library’s fourth floor, 828 I Street, Sacramento, CA 95814.

Written submittals should include all of the information requested in this RFP, and should be submitted in a sealed envelope marked “Sacramento Public Library Authority / Sacramento Public Library Public Relationship Proposal.”

Questions

Questions about this RFP and the project should be directed to the Sacramento Public Library’s *Public Relationship RFP Question and Answer Page*, located at <http://www.saclibrary.org/rfp>. The Authority will make every effort to answer your questions as soon as possible, within two business days at the very latest. While questions will be anonymous, all will be posted and all answers shared via the message board.

Should you have a problem with the interface, please contact Justin Azevedo, Marketing Assistant at:
Phone: 916-264-2894
FAX: 916-264-2970
E-mail: jazevedo@saclibrary.org

Helpful Information

Below are links to research studies which may prove helpful to vendors interested in participating.

American Library Association, Libraries Connect Communities: Public Library Funding & Technology Access Study 2006-2007 Report
<http://www.ala.org/ala/ors/publiclibraryfundingtechnologyaccessstudy/0607report.htm>

Online Computer Library Center (OCLC), Perceptions of Libraries and Information Resources
<http://www.oclc.org/reports/2005perceptions.htm>

Pew Research Center, Pew Internet & American Life Project
<http://www.pewinternet.org/>

Urban Library Council, Making Cities Stronger
www.urbanlibraries.org/files/making_cities_stronger.pdf

Other Terms and Conditions

Costs to Be Incurred. All costs, including travel and expenses, to be incurred and billed to Authority for work to be performed under the proposal should be included within the Vendor’s proposed cost and clearly labeled. **Vendor costs to participate in the initial RFP process, prior to the award of a contract to one vendor, are the sole responsibility of each vendor.**

The Vendor agrees to the following:

1. To examine the RFP and conditions thoroughly. At the time of the opening of proposals, each Vendor will be presumed to have read and to be thoroughly familiar with the plans, specifications, and contract documents (See *Attachment A* for a sample contract). The failure or omission of any Vendor to examine any form, instrument, or document shall in no way relieve any Vendor from any obligation in respect to their proposal.
2. To provide for appropriate insurance, deposits, and performance bonds as required.

3. To comply with all federal, state, and city laws, ordinances, and rules.
4. To disclose in its proposal any campaign contributions made by Vendor to any member of Authority's Governing Board during the past 12 months in an amount exceeding \$250. Members may be viewed at: [http://www.saclibrary.org/about lib/auth board/index.html](http://www.saclibrary.org/about_lib/auth_board/index.html)

Authority expressly reserves the following rights:

1. To waive or reject any and/or all irregularities in the proposals submitted.
2. To waive or reject any and/or all proposals or portions thereof.
3. To reject all proposals and negotiate with an individual Vendor or any other person or entity.
4. To base awards with due regard to quality of services, experience, creativity, compliance with specifications, and other such factors as may be necessary due to circumstance.
5. To make the award to any Vendor whose proposal is in the best interest of the Authority.
6. To negotiate different terms and conditions with any vendor the Authority may choose.
7. To utilize concepts submitted to the Authority, via proposal, without compensation.

Acceptance Terms of 90 Days. All proposals shall remain firm for a period of 90 calendar days after the date specified for receipt of proposals.

Authority Not Bound By Oral Statements. The Authority will not be bound by any oral statement or representation contrary to the written specifications.

Ownership and Use of Documents. All documents, reports, proposals, submittals, working papers or other materials submitted to Authority from the Vendor shall become the sole and exclusive property of Authority, in the public domain, and not the property of the Vendor and are subject to public disclosure under the California Public Records Act. See PROFESSIONAL SERVICES AGREEMENT (Attachment A) for additional information. The Vendor shall not copyright, or cause to be copyrighted, any portion of any of said documents submitted as a result of this solicitation. Further, the Authority may utilize concepts submitted via proposal without compensation.

Qualifications of Vendor. The Authority may make such investigations as deemed necessary to determine the ability of the Vendor to perform the work, and the Vendor shall furnish all information and data for this purpose as Authority may request. Authority reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Vendor fails to satisfy Authority that such Vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional proposals will not be accepted.

Informality. The Authority reserves the right to waive any informality, irregularity, or defect in the proposal process and to select any Vendor, even if the selected Vendor's proposal does not meet all requirements of this RFP. Any such waiver by the Authority shall not be deemed a waiver with respect to any subsequent informality, irregularity, or defect in the proposal process.

Execution of Contract. No contract shall be binding on the Authority until it has been approved by the Authority Governing Board, approved as to form by the Counsel of the Authority, and executed by the Library Director.

General Provisions. Vendor must review Attachment A – PROFESSIONAL SERVICES AGREEMENT and note any exceptions or objections to the terms and conditions.

ATTACHMENT A
SACRAMENTO PUBLIC LIBRARY AUTHORITY
PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of _____, by and between the **SACRAMENTO PUBLIC LIBRARY AUTHORITY**, a joint powers authority ("AUTHORITY"), and

Name of VENDOR
Address
Phone/Fax

("VENDOR"), who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, VENDOR shall provide to AUTHORITY the services described in Exhibit A. VENDOR shall provide said services at the time, place, and in the manner specified in Exhibit A. VENDOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) VENDOR notifies AUTHORITY and AUTHORITY agrees that such services are outside the scope of Exhibit A; (b) VENDOR estimates the additional compensation required for these additional services; and (c) AUTHORITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefore. AUTHORITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Library Director or the Director's designee, or by the AUTHORITY Governing Board, as required by the AUTHORITY'S Procurement Policy.
2. **Payment.** AUTHORITY shall pay VENDOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to VENDOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, AUTHORITY approves additional compensation for additional services. VENDOR shall submit all billings for said services to AUTHORITY in the manner specified in Exhibit B.
3. **Facilities and Equipment.** Except as set forth in Exhibit C, VENDOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. AUTHORITY shall furnish to VENDOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
4. **General Provisions.** The General Provisions set forth in Exhibit D, which include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by VENDOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefore, the General Provisions shall control over said terms or conditions. The AUTHORITY Representative specified in Exhibit A, or the Representative's designee, shall administer this Agreement for AUTHORITY.
5. **Authority.** The person signing this Agreement for VENDOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of VENDOR and to bind VENDOR to the performance of its obligations hereunder.
6. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated

as if set forth fully herein.

Executed as of the day and year first above stated.

SACRAMENTO PUBLIC LIBRARY AUTHORITY

A Joint Powers Agency

By: _____
Anne Marie Gold, Library Director

Date: _____

APPROVED TO AS FORM:

By: _____
Diane Balter, Authority Counsel

Date: _____

Initiated by: _____
Rick Teichert, Deputy Director Administrative Services

Date: _____

VENDOR

By: _____
Signature

Print Name

Title: _____

Date: _____

Federal I.D. No.

State I.D. No.

Social Security No. (If Individual/Sole Proprietor)

TYPE OF BUSINESS ENTITY (check one):

____ Individual/Sole Proprietor

____ Partnership

____ Corporation

____ Limited Liability Company

____ Other (*please specify:* _____)

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES

1. Representatives.

The AUTHORITY Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

All VENDOR questions pertaining to this Agreement shall be referred to the AUTHORITY Representative or the Representative's designee.

The VENDOR Representative for this Agreement is:

Name/Title
Address
Phone/Fax/E-mail

All AUTHORITY questions pertaining to this Agreement shall be referred to the VENDOR Representative. All correspondence to VENDOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the AUTHORITY shall be addressed to the AUTHORITY Representative.

2. Scope of Services/Special Conditions.

The services provided and, if applicable, all special conditions required in connection therewith, shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. Time of Performance.

The services described herein shall be provided during the period, or in accordance with the schedule, described below: *[identify performance period or schedule; may be done by reference to Section 2, above, if the performance period/schedule is specified in the scope of work]*

EXHIBIT B

PROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. VENDOR's Compensation. The total of all fees paid to the VENDOR for the performance of all services set forth in Exhibit A (hereafter the "Services"), including reimbursable expenses, shall not exceed the total sum of \$_____.
2. Appropriate Billable Hourly or Daily Rates. (Choose one—modify as need)
 - A. Unless payment under this Agreement will be made on a flat fee or lump sum basis, VENDOR shall be paid the hourly or daily rates set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. [*Attach list of the hourly or daily rates, labeled "Attachment 1 to Exhibit B".*]
 - B. If payment will be made on a flat fee or lump sum basis, payment shall be made to VENDOR as follows: [*If payment will not be made on the basis of hourly/daily billable rates, describe basis of payment here.*]
3. VENDOR's Reimbursable Expenses. Reimbursable Expenses shall be limited to actual expenditures of VENDOR for expenses that are necessary for the proper completion of the Services and shall be payable only if specifically authorized in advance by AUTHORITY.
4. Payments to VENDOR.
 - A. Payments to VENDOR shall be made within a reasonable time after receipt of VENDOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Section 2.B., above. VENDOR may request payment on a monthly basis. VENDOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of AUTHORITY.
 - B. All invoices submitted by VENDOR shall contain the following information:
 1. Job Name
 2. Description of services billed under this invoice, and overall status of project
 3. Date of Invoice Issuance
 4. Sequential Invoice Number
 5. AUTHORITY's Purchase Order Number
 6. Total Contract Amount

7. Amount of this Invoice (Itemize all Reimbursable Expenses)
 8. Total Billed to Date
 9. Total Remaining on Contract
 10. If project is behind schedule, an updated project schedule that identifies those steps that shall be taken to bring the project back on schedule.
- C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to VENDOR for correction. AUTHORITY shall not be responsible for delays in payment to VENDOR resulting from VENDOR's failure to comply with the invoice format described below.
- D. Requests for payment shall be sent to:

*Office
Address
Phone/Fax*

Attn: _____

5. Additional Services. Additional Services are those services related to the scope of services of VENDOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by AUTHORITY in accordance with AUTHORITY's Supplemental Agreement procedures. AUTHORITY reserves the right to perform any Additional Services with its own staff or to retain other VENDORS to perform said Additional Services.
6. Accounting Records of VENDOR. VENDOR shall maintain for three (3) years after completing of all Services and Additional Services hereunder, all records under this Agreement, including, but not limited to, records of VENDOR's direct salary costs for all Services and Additional Services performed under this Agreement and records of VENDOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep such records available for inspection and audit by representatives of the Department of Finance of AUTHORITY at a mutually convenient time.
7. Taxes. VENDOR shall pay, when and as due, any and all taxes incurred as a result of VENDOR's compensation hereunder, including estimated taxes, and shall provide AUTHORITY with proof of such payment upon request. VENDOR hereby agrees to indemnify AUTHORITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by AUTHORITY arising out of VENDOR's breach of this Section 6.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY AUTHORITY

AUTHORITY shall [*check one*] ☐ Not furnish any facilities or equipment for this Agreement;
or

☐ furnish the following facilities or equipment for the
Agreement; [*list, if applicable*]

EXHIBIT D

PROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that VENDOR (including VENDOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither VENDOR nor VENDOR's assigned personnel shall be entitled to any benefits payable to employees of AUTHORITY. AUTHORITY is not required to make any deductions or withholdings from the compensation payable to VENDOR under the provisions of this Agreement, and VENDOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, VENDOR hereby agrees to indemnify and hold AUTHORITY harmless from any and all claims that may be made against AUTHORITY based upon any contention by any of VENDOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that VENDOR, in the performance of its obligations hereunder, is subject to the control and direction of AUTHORITY as to the designation of tasks to be performed and the results to be accomplished by the Services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by VENDOR for accomplishing such results. To the extent that VENDOR obtains permission to, and does, use AUTHORITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the VENDOR's sole discretion based on the VENDOR's determination that such use will promote VENDOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the AUTHORITY does not require that VENDOR use AUTHORITY facilities, equipment or support services or work in AUTHORITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by VENDOR, such persons shall be entirely and exclusively under the direction, supervision, and control of VENDOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of

employment or requirements of law, shall be determined by VENDOR. It is further understood and agreed that VENDOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of VENDOR's assigned personnel and subcontractors.

D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed as to create an exclusive relationship between AUTHORITY and VENDOR.

2. **Licenses, Permits, Etc.** VENDOR represents and warrants that VENDOR has all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for VENDOR to provide any Services under the Agreement. VENDOR represents and warrants that VENDOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for VENDOR to provide such Services. Without limiting the generality of the foregoing, if VENDOR is an out-of-state corporation, VENDOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** VENDOR shall devote such time to the performance of Services pursuant to this Agreement as may be necessary for satisfactory performance of VENDOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, nor be entitled to additional compensation, to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
4. **VENDOR Not Agent.** Except as AUTHORITY may specify in writing, VENDOR and VENDOR's personnel shall have no authority, express or implied, to act on behalf of AUTHORITY in any capacity whatsoever as an agent. VENDOR and VENDOR's personnel shall have no authority, express or implied, to bind AUTHORITY to any obligations whatsoever.
5. **Confidentiality of AUTHORITY Information.** During performance of this Agreement, VENDOR may gain access to and use AUTHORITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "AUTHORITY Information") which are valuable, special and unique assets

of the AUTHORITY. VENDOR agrees to protect all AUTHORITY Information and treat it as strictly confidential, and further agrees that VENDOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any AUTHORITY information to any third party without the prior written consent of AUTHORITY. A violation by VENDOR of this Section shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

6. VENDOR Information.

- A. AUTHORITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by VENDOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. VENDOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by AUTHORITY.
- B. VENDOR shall fully defend, indemnify and hold harmless AUTHORITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by VENDOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. AUTHORITY shall make reasonable efforts to notify VENDOR not later than ten (10) days after AUTHORITY is served with any such claim, action, lawsuit or other proceeding, provided that AUTHORITY's failure to provide such notice within such time period shall not relieve VENDOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from VENDOR by AUTHORITY, whether received in connection with VENDOR's proposal to AUTHORITY or in connection with any Services performed by VENDOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to AUTHORITY, AUTHORITY shall give notice to VENDOR of any request for the disclosure of such information. The VENDOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the AUTHORITY, satisfactory to the AUTHORITY Attorney,

providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by AUTHORITY in any legal action to compel the disclosure of such information under the California Public Records Act. The VENDOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.

- D. The parties understand and agree that any failure by VENDOR to respond to the notice provided by AUTHORITY and/or to enter into an agreement with AUTHORITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by VENDOR of any rights regarding the information designated "trade secret" by VENDOR, and such information shall be disclosed by AUTHORITY pursuant to applicable procedures required by the Public Records Act.

- 7. **Standard of Performance.** VENDOR shall assign only competent personnel to perform Services pursuant to this Agreement. VENDOR shall notify AUTHORITY in writing of any changes in VENDOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that AUTHORITY, at any time during the term of this Agreement, desires the removal of any person or persons assigned by VENDOR to perform Services pursuant to this Agreement, because AUTHORITY, in its sole discretion, determines that such person(s) is not performing adequately, VENDOR shall remove such person(s) immediately upon receiving notice from AUTHORITY of the desire of AUTHORITY for the removal of such person(s).

8. **Term; Suspension; Termination.**

- A. This Agreement shall become effective on the date that it is approved by both parties, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. AUTHORITY shall have the right at any time to temporarily suspend VENDOR's performance hereunder, in whole or in part, by giving a written notice of suspension to VENDOR. If AUTHORITY gives such notice of suspension, VENDOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. AUTHORITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to VENDOR. If AUTHORITY gives such notice of termination, VENDOR shall immediately cease rendering Services pursuant to this Agreement. If AUTHORITY terminates this Agreement:
 - (1) VENDOR shall promptly deliver to AUTHORITY copies of all information prepared pursuant to this Agreement.

- (2) AUTHORITY shall pay VENDOR the reasonable value of Services rendered by VENDOR prior to termination; provided, however, AUTHORITY shall not in any manner be liable for lost profits which might have been made by VENDOR had the Agreement not been terminated or had VENDOR completed the Services required by this Agreement. In this regard, VENDOR shall furnish to AUTHORITY such financial information as in the judgment of the AUTHORITY is necessary for AUTHORITY to determine the reasonable value of the Services rendered by VENDOR. The foregoing is cumulative and does not affect any right or remedy which AUTHORITY may have in law or equity.

9. **Indemnity.**

- A. Indemnity: VENDOR shall fully indemnify and save harmless, AUTHORITY, its officers and employees, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, judgments, penalties and expenses of every type and description, including, but not limited to, any fees and/or costs reasonable incurred by AUTHORITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as Liabilities), to which any or all of them may be subjected, to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of VENDOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether or not the AUTHORITY, its officers or employees reviewed, accepted or approved any service or work product performed or provided by the VENDOR, and whether or not such Liabilities are litigated, settled or reduced to judgment.
- B. Obligation to Defend: VENDOR shall, upon AUTHORITY's request, defend at VENDOR's sole cost any action, claim, suit, cause of action or portion thereof which asserts or alleges Liabilities to the extent such Liabilities are caused by or result from any negligent act or omission or willful misconduct of VENDOR, its subcontractors or agents, and their respective officers and employees, in connection with the performance or nonperformance of this Agreement, whether such action, claim, suit, cause of action or portion thereof is well founded or not.
- C. Insurance Policies; Intellectual Property Claims: Except as may be expressly provided in this Section 9, the existence or acceptance by AUTHORITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of AUTHORITY's rights under this Section 9, nor shall the limits of such insurance limit the liability of VENDOR hereunder. This Section 9 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings

subject to the provisions of Section 6.B., above. The provisions of this Section 9 shall survive any expiration or termination of this Agreement.

10. **Insurance Requirements.** During the entire term of this Agreement, VENDOR shall maintain the following insurance.

A. Minimum Scope of Insurance: Coverage should be at least as broad as:

- (1) Insurance Services Office Form No. CG 0001 (Commercial General Liability);
- (2) Insurance Services Office Form No.: CA 0001 (Ed. 1/87) (Automobile Liability, Code "any auto");
- (3) Workers' Compensation as required by the Labor Code of the State of California, and Employers' Liability Insurance:

B. Minimum Limits of Insurance: VENDOR shall maintain limits no less than:

- (1) Commercial General Liability; \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
- (3) Workers' Compensation and Employers' Liability: Workers' compensation limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the AUTHORITY.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

- (1) General Liability and Automobile Liability Coverages:
 - (a) AUTHORITY, its officials, employees and volunteers shall be covered as insured as respects: liability arising out of activities performed by or on behalf of VENDOR; products and completed operations of VENDOR; premises owned, leased or used by VENDOR.

- (b) The coverage shall contain no special limitations on the scope of the protection afforded to AUTHORITY, its officials, employees or volunteers.
 - (c) VENDOR's insurance coverage shall be primary insurance as respects AUTHORITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by AUTHORITY, its officials, employees or volunteers shall be in excess of VENDOR's insurance and shall not contribute with it.
 - (d) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to AUTHORITY, its officials, employees or volunteers.
 - (e) Coverage shall state that VENDOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (2) All Coverages:

Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to AUTHORITY. In addition, VENDOR agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) days prior written notice has been give to AUTHORITY and AUTHORITY approves the reduction in coverage or limits. VENDOR further agrees that it shall not increase any deductibles or self-insured retentions on any such policy except after thirty (30) days prior written notice has been given to AUTHORITY and AUTHORITY approves such increase.

- E. Acceptability of Insurers: Insurance shall be placed with insurers with a Bests' rating of no less than A:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverages only; provided, however, that in no event shall a carrier with a rating below B:IX be acceptable.
- F. Verification of Coverage: VENDOR shall furnish AUTHORITY with certificates of insurance showing compliance with the above requirements and with original endorsements affecting all coverages required by this Agreement. The certificates and/or endorsements shall set forth a valid policy number for AUTHORITY, and shall indicate the Issue Date, Effective Date and Expiration Date. The certificates and endorsements for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements shall be forwarded to the AUTHORITY representative named in Exhibit A.

- G. Payment Withhold: AUTHORITY shall withhold payments to VENDOR if the certificates of insurance and endorsements required in subsection F, above, are canceled or VENDOR otherwise ceases to be insured as required herein.

11. **Equal Employment Opportunity.** During the performance of this Agreement, VENDOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: VENDOR shall comply with the Executive Order 11246 entitled Equal Opportunity in Federal Employment, as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the Regulations.
- B. Nondiscrimination: VENDOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, status, physical handicap or sexual orientation in selection of subcontractors, including procurement of materials and leases of equipment. VENDOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by VENDOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by VENDOR of VENDOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: VENDOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the AUTHORITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information of VENDOR is in the exclusive possession of another who fails or refuses to furnish this information, VENDOR shall so certify to the AUTHORITY, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance: In the event of noncompliance by VENDOR with the nondiscrimination provisions of this Agreement, the AUTHORITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:

- (1) Withholding of payments to VENDOR under this Agreement until VENDOR complies;
- (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.

F. Incorporation of Provisions: VENDOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. VENDOR shall take such action with respect to any subcontract or procurement as the AUTHORITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event VENDOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, VENDOR may request AUTHORITY to enter such litigation to protect the interests of AUTHORITY.

12. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by VENDOR, and by AUTHORITY, in accordance with applicable provisions of the Sacramento AUTHORITY Code.

13. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

14. **Waiver.** Neither AUTHORITY acceptance of, or payment for, any Service or Additional Service performed by VENDOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
15. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
16. **Assignment Prohibited.** The expertise and experience of VENDOR are material considerations for this Agreement. AUTHORITY has a strong interest in the qualifications and capability of the persons and entities who will fulfill the obligations imposed on VENDOR under this Agreement. In recognition of this interest, VENDOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the AUTHORITY. Any attempted or purported assignment without AUTHORITY's written consent shall be void and of no effect.
17. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 16, above.