

REQUEST FOR INFORMATION
First Steps Branding & Logo
Laramie County Library System

The Laramie County Library System (LCLS) is interested in outsourcing the creation of a logo and branding for the First Steps Initiative.

Background

The Laramie County Library Foundation, with great support from the community, has raised over \$1 million for the early literacy program - *First Steps: Early Literacy Begins at Home*. This program is an outreach program designed to connect with at-risk families and provide resources and services emphasizing early learning and reading readiness for young children. The outreach staff uses books, puzzles and games to connect with the children and model early literacy and reading readiness activities for the parents.

Requested Services & Requirements:

1. Review library's mission, vision and values and current branding concepts.
2. Develop three logo concepts that may be used for First Steps promotional materials.
3. Ensure the logo concepts represent the Laramie County Library's brand.
4. Ensure that early literacy mascots Elsie & Eddie are incorporated with logo and promotional materials.

How to submit information

Interested parties should submit their response to the following points below, no later than **noon on Wednesday, November 7, 2018**, to Laramie County Library, Attn: First Steps Branding RFI, 2200 Pioneer Ave., Cheyenne, WY 82001. If there are questions, contact Carey D. Hartmann at chartmann@lclsonline.org or 307.773.7222.

1. An executive summary describing the qualifications of the organization and team of consultants.
2. Provide a firm and detailed estimate of costs for the services requested.
3. Names, phone numbers and contact people at three organizations who have been your clients during the last 18 months, whom we can call on as references.
4. A completed information form (included in the RFI) with authorized signature agreeing to the General Provisions (also included in the RFI).

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INFORMATION FORM

A. The undersigned agrees to furnish information for the requested services to LCLS in compliance with this Request for Information.

B. By submission of this form, the interested party certifies:

No Federal, State, County or Municipal taxes have been included in the quoted prices and none will be added.

Prices in this RFI have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.

C. The individual signing this RFI certifies that he/she is a legal agent of the responder, authorized to represent the responder and is legally responsible for the decision as to the prices and supporting documentation provided.

D. Assigned representative:

Contact Name

Street Address

City/State

Zip

Phone# (_____) _____ FAX# (_____) _____

Email address: _____

The email will be used to communicate any addendum and/or amendment as well as answers to any questions that may arise.

G. Taxpayer identification.

Are you incorporated? _____ Yes _____ No

If yes, State of Incorporation: _____

What is your Taxpayer Identification Number?

Social Security # _____ - _____ - _____ OR

Employer Identification # _____

H. I/We hereby certify and claim, in accordance with W.S. 16-6-101, as amended, the in-state five percent (5%) preference differential allowed to Wyoming responders. _____ Initials

Company Name

Name of Authorized Responder – Typed

Signature of Authorized Responder

Date

Street Address/P.O. Box

City/State

Zip

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GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of LCLS. CONTRACTOR is not eligible for Laramie County Library System employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Acceptance Not Waiver: LCLS approval of the work provided shall not in any way relieve CONTRACTOR of responsibility for the work. LIBRARY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Agreement (XX pages) and RFI response (XX pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if LCLS is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties that the provisions of this Agreement are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall

be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to LCLS in executing this Agreement. This provision is not intended nor shall it be construed to waive LCLS'S governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement because of race, color, gender, creed, handicapping condition, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: LCLS does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, LCLS fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless LCLS, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for LCLS. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide LCLS with proof of such insurance.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to the Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: LCLS and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either

partially or wholly with funds from this Agreement, shall engage in any conduct or activity, which would constitute a conflict of interest relative to this Agreement.

P. Force Majeure: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

Q. Limitation on Payment: LCLS'S payment obligation is conditioned upon the availability of funds, which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR the Agreement may be terminated by LCLS at the end of the period for which funds are available. LCLS shall notify CONTRACTOR at the earliest possible time of the services, which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if LCLS knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to LCLS in the event this provision is exercised, and LCLS shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit LCLS to terminate this Agreement in order to acquire similar services from another party.

R. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Payments: Any payments due under the Agreement shall be made in accordance with Wyoming Statute §16-6-602 (as amended).

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