

## Request for Proposal: Library Materials Delivery Service in Kansas

**Background Information:** Libraries in Kansas (hereafter referred to as "Affiliated Institutions") are seeking proposals from prospective vendors to provide delivery of library materials between approximately 270 libraries, schools and correctional facilities located throughout the state of Kansas using regularly scheduled routes.

The estimated volume of items to be delivered is 400,000 annually; however, this may grow significantly once the service is established.

Materials that will be delivered include (but are not limited to): books, CDs, DVDs, cassettes, videotapes, equipment, printed matter and other items.

A list of required delivery locations with the estimated annual volume for each is included as Appendix A in a separate Excel attachment.

General Terms and Conditions that will be required in any fully executed contract between the successful vendor and the Affiliated Institutions are included as Appendix B. Additional terms and conditions may be added during contract negotiations.

Proposals will be evaluated by a Committee comprised of representatives from the Affiliated Institutions. **One or more vendors will be selected to make a presentation in person to the Committee on May 7, 2009, in Topeka, KS, (exact location to be determined).**

The term of any resulting contract for service will be from July 1, 2009 through June 30, 2012 with two (2) additional optional 2-year renewal periods by written agreement of the parties. All answers and statements made by a vendor in the response to this RFP will be incorporated into the resulting contract between the Affiliated Institutions and the successful vendor.

### TIMELINE

<b>RFP issued:</b>	<b>April 8, 2009</b>
<b>Bidders Information Meeting (conference call);</b>	<b>April 15, 2009, 10:00 AM MDT</b>
<b>Responses due:</b>	<b>April 29, 2009, 5:00 PM MDT</b>
<b>Meetings with selected vendor(s) in Topeka, KS:</b>	<b>May 7, 2009</b>
<b>Vendor selected &amp; contract negotiations begin:</b>	<b>May 8, 2009</b>
<b>Desired service start date:</b>	<b>July 1, 2009</b>

**Note:** If you wish to attend the Bidders Information Meeting, please register by 5:00 PM MDT, April 14, 2009, by sending a message with the company name along with a contact name and e-mail address to [bbailey@bcr.org](mailto:bbailey@bcr.org). The contact person will be sent instructions via e-mail on how to join the conference call.

**RFP Contact Information:**  
BCR, Attn: KS Delivery RFP  
14394 E. Evans Ave.  
Aurora, CO 80014

**Primary Contact Person:**  
Brenda Bailey-Hainer  
Email: [bbailey@bcr.org](mailto:bbailey@bcr.org)  
Telephone: 303.751.6277

## PROPOSAL RESPONSE

**Submission of Proposals:** Each proposal shall be submitted electronically via e-mail with attachments to the Primary Contact Person listed on page 1 of this RFP. Vendor's proposal shall consist of:

- One electronic file of the Technical Proposal,
- One electronic file containing the Cost Proposal,
- Additional applicable literature and other supporting documents may be attached as separate files

Receipt of all proposals will be confirmed by the Primary Contact Person within 24 hours.

The electronic submission of the proposal shall be followed by **one print copy of the proposal** that is signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. The print copy of the response should include the Technical Proposal, applicable literature and other supporting documents, and the Cost Proposal. **The print copy of the proposal must arrive at the BCR office at the address listed on page 1 of this RFP no later than May 1, 2009, 5:00 PM MDT.**

It is the vendor's responsibility to ensure bids are received by the closing date and time. Late proposals will not receive consideration.

## INSTRUCTIONS

1. **Inquiries:** All inquiries, written or verbal, shall be directed only to the Primary Contact Person reflected on Page 1 of this proposal. There shall be no communication with any other Interested Party (State Library of Kansas and affiliated institutions or supporting entities) regarding this RFP except with designated participants in attendance at official bid-related functions. Violations of this provision by vendor or interested parties may result in the rejection of the proposal.
2. **Appearance Before Committee:** Any, all or no vendors may be required to appear before the Committee to explain the vendor's understanding and approach to the project and/or respond to questions from the Committee concerning the proposal; or, the Committee may award without conducting negotiations, based on the initial proposal. The Committee reserves the right to request information from vendors as needed. If information is requested, the Committee is not required to request the information of all vendors.

Vendors selected to participate in negotiations may be given an opportunity to submit a revised technical and / or cost proposal / offer to the Committee, subject to a specified cut-off time for submittal of revisions. Meetings before the Committee are not subject to open meetings acts. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's revised offer.

No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

3. **Cost of Preparing Proposal:** The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this RFP.
4. **Preparation of Proposal:** The Committee has the right to rely on any information and price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals which contain errors.

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or interested party.

5. **Competition:** The purpose of this Request is to seek competition. The vendor shall advise the Committee if any specification, language or other requirement inadvertently restricts or limits bidding to a single source. Notification shall be in writing and must be received by the Primary Contact Person no later than five (5) business days prior to the bid closing date. The Committee reserves the right to waive minor deviations in the specifications which do not hinder the intent of this Request.
6. **Alternative Approaches:** Secondary, or alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are encouraged. However, proposals which depart materially from the terms, requirements, or scope of work defined in this procurement will be rejected as being non-responsive.
7. **Evaluation of Proposals:** Award shall be made in the best interest of the Affiliated Institutions as determined by the Committee. Although no weighted value is assigned, consideration may focus toward but is not limited to:
  - Cost.
  - Adequacy and completeness of proposal
  - Vendor's understanding of the project
  - Compliance with the terms and conditions of the RFP
  - Experience in providing like services
  - Methodology to accomplish tasks
  - Vendor's ability to provide the services required;
  - Vendor's qualifications and references;
  - Answers to questions posed during the in-person presentation.

Should the selected finalist and the Affiliated Institutions fail to reach agreement on contract terms and conditions, the Affiliated Institutions reserve the right to negotiate with one of the other vendors or to re-issue the RFP.

9. **Acceptance or Rejection:** The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

10. **Proposal Disclosures:** At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Bid results will not be given to individuals over the telephone. Results may be obtained after contract finalization by obtaining a bid tabulation summary. Copies of the bid tabulation summary or individual proposals may be obtained under the Kansas Open Records Act by sending an email to [lolson@bcr.org](mailto:lolson@bcr.org) or calling 303.751.6277 to request an estimate of the cost to reproduce the documents and remitting that amount with a written request to the above address or a vendor may make an appointment by calling the above number to view the proposal file. Upon receipt of the funds, the documents will be mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

11. **Disclosure of Proposal Content and Proprietary Information:** The **Open Records Act** (K.S.A. 45-215 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. (<http://da.ks.gov/purch/KSOpenRecAct.doc>) No proposals shall be disclosed until after a contract award has been issued. The Committee reserves the right to destroy all proposals if the RFP is withdrawn, a contract award is withdrawn, or in accordance with Kansas law.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page. Pricing information is not considered proprietary and the vendor's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be clearly labeled as such.

12. **Exceptions:** By submission of a response, the vendor acknowledges and accepts all terms and conditions of the RFP unless clearly avowed and wholly documented in a separate section of the Technical Proposal to be entitled: "Exceptions".

13. **News Releases:** Only the State Library of Kansas is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

## TECHNICAL PROPOSAL

### Section 1: COMPANY INFORMATION

**Qualifications:** A description of the vendor's qualifications and experience providing the requested or similar service shall be submitted with the bid. The vendor must be an established firm recognized for its capacity to perform. The vendor must have sufficient personnel to meet the deadlines specified in the RFP.

**Vendor Information:** The vendor must include a narrative of the vendor's corporation and each subcontractor if any. The narrative shall include the following:

1. Provide a corporate profile describing your company, including the number of employees, the physical location of current operations offices, and whether drivers are company employees, subcontracted through another company, or individual subcontractors.
2. Provide a copy of your company's most recent available annual report or audited financial statement. If this information is considered proprietary and confidential, please indicate so on the first page of the financial statement.
3. List all of the states in which you currently provide service.
4. Describe your company's experience with route services, courier services or related delivery services, including both library and other types of customers if possible. A minimum of three (3) years experience in providing service of a scope similar to this procurement is preferred.
5. Provide a certification of insurance and liability.
6. Provide the names of the key officers and managers, as well as the name of the primary customer service representative who would be assigned to this contract. Provide a brief description of work experience for each.
7. Please provide three (3) references from current customers including address, contact name, e-mail address and phone number. These references will be contacted before a short list of vendors is selected to make in-person presentations.

## Section 2: SCOPE OF WORK

For each of the numbered items below, **please answer “yes” or “no”** as to whether your company can comply with the stated requirement. If your company cannot comply, please provide a brief explanation. Bidder should also feel free to elaborate on how tasks will be accomplished.

### Route Logistics

1. The vendor must provide delivery and pickup service to all of the location addresses listed in Appendix A to a designated location within each building. Please note that this list of addresses is preliminary and other locations may be added or a physical address changed with two week notice.
2. The vendor must be able to provide scheduled service five days a week (Monday through Friday) to specified locations (see Appendix A).
3. The vendor must be able to provide scheduled service three (3) days a week (on weekdays) to specified locations (see Appendix A).
4. The vendor must be able to add service to any location in Kansas within two weeks of a written request.
5. The vendor must stop at each location on every day it is scheduled for delivery and pickup regardless of whether or not the driver has any packages or containers to deliver.
6. The vendor must provide delivery and pickup of material at any particular location at the same time every day the location is scheduled for service, within a 15-minute window.
7. The vendor must be able to stop delivery to all locations according to a list of scheduled holidays provided in advance at the beginning of each contract year. These would likely include New Year's Day, Martin Luther King Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.
8. The vendor must be able to stop delivery to accommodate scheduled closings at individual libraries according to a list provided in advance at the beginning of each contract year.
9. The vendor must be able to stop delivery to accommodate an emergency closing at an individual location with two (2) business days notice.
10. The vendor must be willing to provide delivery and pickup during regular business hours at each of the locations listed. These hours may vary by library and will be provided upon request. Please state the hours during which your drivers can be scheduled to provide deliveries on a regular basis (e.g. 9 am to 5 pm weekdays).
11. The vendor must be willing to cooperate with carriers operating similar library delivery services in neighboring states (e.g. Colorado and Missouri) to transfer materials back and forth across state lines. Note: Provision of this service would be negotiated and priced out separately at a later date. This is a desirable, as opposed to mandatory, requirement.

Administration and Customer Service

12. The vendor must devise and manage an agreed upon schedule of deliveries and provide a mechanism for handling schedule changes and missed deliveries.
13. The vendor must organize and manage routes, as well as the transfer of materials between routes.
14. The vendor must provide indoor sorting facilities protected from the elements.
15. The vendor's delivery vehicles must be covered and protected from the elements.
16. The vendor's delivery vehicles must be appropriately sized for the volume at each location served.
17. All items must be delivered and picked up that are ready to be shipped by the library. If volume exceeds the limit the driver can safely carry, a backup driver and/or alternate vehicle must be dispatched to complete the daily delivery and pickup within one business day.
18. The vendor must provide a single primary customer service representative assigned to this contract who will handle all service issues, including missed stops, scheduled changes, expected materials that have not been delivered, damaged or lost materials and other service issues that may arise.
19. The vendor must provide a designated contact person for resolution of questions relating to invoicing, payment, and damaged/lost materials claims.
20. The vendor will resolve any service problems, such as missed stops, within one (1) business day.
21. The vendor must provide a damaged and lost materials claim procedure. If problems are to be reported electronically, please supply a website URL and trial login for the purposes of this response.
22. Any undeliverable materials must be routed to a single central location (to be determined at a later date) where a designated library courier manager hired by the State Library of Kansas will be located.
23. The vendor must work with the designated library courier manager hired by the State Library of Kansas on any operational issues.
24. The vendor shall accept for delivery materials that have been packaged in nylon zipper bags, padded envelopes, totes, boxes or other clearly marked containers. Please describe your preferred packaging method (e.g. totes, boxes, zippered bags, etc.) and indicate whether any of these packaging materials are included as part of your proposal.
25. The vendor will accept sealed packages or containers weighing up to 40 pounds in weight.

26. The vendor will not require participating locations to weigh shipments before sending them.
27. The vendor will work with the designated library courier manager hired by the Affiliated Institutions to determine an appropriate addressing methodology (e.g. using codes instead of real street addresses) that is easy for libraries to learn and results in a low rate of deliveries to the incorrect location.

#### Driver Requirements

28. The vendor must conduct basic background checks on all company employed or subcontracted drivers.
29. Every vendor employee or subcontractor delivering to a location must display visible identification such as a standard uniform, tag or badge which clearly identifies the individual as a representative of the vendor.
30. Drivers on routes that serve correctional facilities must be willing to follow special security procedures.
31. Drivers must initial a statistical record provided at each location for every stop indicating the date, time, and number of items delivered and/or picked up at each stop.
32. Drivers must behave in a courteous manner and exhibit a presentable appearance at all times when on the premises of each location.

#### Performance Requirements

33. The vendor must deliver packages or containers between locations receiving five days per week service within one (1) business day, excluding weekends and holidays, in 90% of cases and no later than two (2) business days in 100% of cases.
34. The vendor must deliver packages or containers between locations receiving three days per week service no later than three (3) business days, excluding weekends and holidays, in 90% of cases and no later than five (5) business days in 100% of cases.
35. The vendor must provide the following statistics on a monthly basis:
  - a. volume based on number of packages or containers
  - b. other measures as mutually determined



## **COST PROPOSAL**

Cost Proposal shall include

- proposed annual cost of service
- an explanation of how the total cost was determined (e.g. stops, weight, number of packages, locations, etc.).
- any options for early payment discounts
- any multi-year contract discounts
- payment schedule and methods preferred

**Appendix A: DELIVERY LOCATIONS AND VOLUME**

**See attached Excel spreadsheet.**

## Appendix B: TERMS AND CONDITIONS

1. In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:
  - written modifications to the executed contract;
  - written contract signed by the parties;
  - this RFP including any and all addenda; and
  - Contractor's written proposal submitted in response to this RFP as finalized.
2. **Contract:** The successful vendor will be required to enter into a written contract.
3. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed to the Primary Contact Person designated in the contract.
4. **Termination for Cause:** Any part of this contract may be terminated for cause under any one of the following circumstances:
  - the Contractor fails to make delivery of goods or services as specified in this contract; or
  - the Contractor provides substandard quality and/or workmanship;
  - the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Contractor shall be provided with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing), the Primary Contact Person shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

5. **Termination for Convenience:** The Primary Contact Person may terminate performance of work under this contract in whole or in part whenever, for any reason, it is determined that the termination is in the best interest of the Affiliated Institutions. In the event of termination pursuant to this provision, the Contractor shall be provided written notice at least 30 days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.
6. **Rights and Remedies:** If this contract is terminated, in addition to any other rights provided for in this contract, the Affiliated Institutions may require the Contractor to transfer title and deliver in the manner and to the extent directed, any completed materials. The Affiliated Institutions shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

In the event of termination, the Contractor shall receive payment prorated for that portion of the contract period services were provided to and/or goods were accepted by Affiliated Institutions subject to any offset by Affiliated Institutions for actual damages including loss of federal matching funds.

The rights and remedies of the Affiliated Institutions provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

7. **Force Majeure:** The Contractor shall not be held liable if the failure to perform under this contract arises out of causes beyond the control of the Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes, etc.

8. **Waiver:** Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the affiliated agencies shall not constitute a waiver.
9. **Independent Contractor:** Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

10. **Subcontractors:** The Contractor shall be the sole source of contact for the contract. The Affiliated Institutions will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.
11. **Proof of Insurance:** Upon request, the vendor shall present an affidavit of Worker's Compensation, Public Liability, and Property Damage Insurance to the Primary Contact Person.
12. **Nondiscrimination and Workplace Safety:** The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.
13. **Environmental Protection:** The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.
14. **Hold Harmless:** The Contractor shall indemnify the Affiliated Institutions against loss or damage to the extent arising out of the Contractor's negligence in the performance of services under this contract and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The Affiliated Institutions shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to Affiliated Institutions property. The Contractor shall do nothing to prejudice the Affiliated Institutions' right to recover against third parties for any loss, destruction or damage to property.

15. **Care of Library Property:** The Contractor shall be responsible for the proper care and custody of any Affiliated Institution-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse the affected institution for such property's loss or damage caused by Contractor, normal wear and tear excepted.
16. **Prohibition of Gratuities:** Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any contract party at any time.
17. **Retention of Records:** Unless specified in writing a different period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving

transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the Affiliated Institutions.

18. **Antitrust:** If the Contractor elects not to proceed, the Contractor assigns to the Affiliated Institutions all rights to and interests in any cause of action it has or may acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular products or services purchased or acquired by the Affiliated Institutions pursuant to this contract.
19. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the designated representative of the Affiliated Institutions. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
20. **Assignment:** The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the Affiliated Institutions.  
  
This contract may terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the Affiliated Institutions.
21. **Third Party Beneficiaries:** This contract shall not be construed as providing an enforceable right to any third party.
22. **Captions:** The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of this contract.
23. **Severability:** If any provision of this contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.
24. **Governing Law:** This contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Topeka, Shawnee County, Kansas, unless otherwise specified and agreed upon by the State of Kansas.
25. **Jurisdiction:** The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Shawnee County, unless otherwise specified and agreed upon by the Affiliated Institutions. The United States District Court for the State of Kansas sitting in Topeka, Shawnee County, Kansas, shall be the venue for any federal action or proceeding arising hereunder.
26. **Integration:** This contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. This contract between the parties shall be independent of and have no effect on any other contracts of either party.
27. **Injunctions:** Should the Affiliated Institutions be prevented or enjoined from proceeding with the

acquisition before or after contract execution by reason of any litigation or other reason beyond the control of the Affiliated Institutions, vendor shall not be entitled to make or assert claim for damage by reason of said delay.

28. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Contract. **State of Kansas agencies are exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the vendor's price quotation.**

The Affiliated Institutions makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

29. **Indefinite Quantity Contract:** This Request is for an open-ended contract between a vendor and the Affiliated Institutions to furnish an undetermined quantity of a good or service in a given period of time. The quantities ordered will be those actually required during the contract period, and the Contractor will deliver only such quantities as may be ordered. No guarantee of volume is made. An estimated quantity based on past history or other means may be used as a guide.

30. **Payment:** Payment Terms are Net 30 days. Payment date and receipt of order date shall be based upon the Kansas Prompt Payment Act [K.S.A. 75-6403(b)]. This Statute requires state agencies to pay the full amount due for goods or services on or before the 30<sup>th</sup> calendar day after the date the agency receives such goods or services or the bill for the goods and services, whichever is later, unless other provisions for payment are agreed to in writing by the vendor and the state agency. NOTE: If the 30<sup>th</sup> calendar day noted above falls on a Saturday, Sunday, or legal holiday, the following workday will become the required payment date.

Payments shall not be made for costs or items not listed in the vendor's response.

Payment schedule shall be on a frequency mutually agreed upon by both the agency and the Contractor.

31. **Transition Assistance:** In the event of contract termination or expiration, Contractor shall provide all reasonable and necessary assistance to Affiliated Institutions to allow for a functional transition to another vendor.