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ABSTRACT

This paper describes and provides documentation for the development of a signage system for the Maine State Library. A brief description of the process is accompanied by copies of the Request for Proposal (RFP); a score sheet used to evaluate the offerings of various companies bidding for the contract and the results of the evaluation; a copy of the contract with Display Concepts, Inc.; and a pricing schedule for the contract. The RFP includes a floor plan of the library. (EW)

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Library Signage: Doing It Right

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by Donald Wismer
Director

Reference and Information Services Division
Maine State Library

July, 1988

"PERMISSION TO REPRODUCE THIS
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Abstract

The development of a signage system for the Maine State Library is described. Copies of the Request for Proposal (RFP), Evaluator's Score Sheet, and contract are attached.

Introduction

We of the Maine State Library endured a traumatic 17-month closure due to asbestos contamination from April, 1986 to September, 1987. The near-total renovation required led us to consider signage. Since original construction in 1971, no one had addressed the problem of directional and informational signs in any systematic way. State Librarian J. Gary Nichols directed me to develop an approach.

There was no one on staff, certainly not myself, who could be considered expert in signage matters. The library was therefore able to enter the project with an open mind, leaving most stylistic considerations to the inventiveness of the bidding companies. This turned out to be crucial to our subsequent success. The picky and opinionated professional so endemic to the library field would have destroyed creativity at the outset. I do not suggest, of course, that no subjectivity on our part was involved; the purpose of the RFP process is to deliver choices, and we chose. But we gave the proposers free rein to exercise their talents, and it showed in the proposals we received.

Briefly, here's how we did it. I drafted an RFP document and invited input from all staff members. I finalized it with the State Librarian and state bureaucracy, and developed a mailing list of potential signage companies in Maine and several nearby states using the Electronic Yellow Pages database on Dialog. We sent the RFP to about seventy such companies. At bid opening there were six replies. Two were peculiar "no bid" submissions, leaving four active proposers. I subjected these four to scoring using an Evaluator's Score Sheet (attached), with the State Librarian scoring separately, and we compared our results. We both agreed on the final selection -- that company, Display Concepts, Inc. of Trenton, Maine is the only company name you will find in the attached; I have suppressed the rest.

Display Concepts and another company were quite close in scoring. Display Concepts won because they proposed wood-framed signs, while

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the other company offered aluminum framing. While the metal frames were sleek and attractive, we liked the wood better -- our end panels are all oak laminate, and the prevailing furniture color varies from walnut to oak.

The last of the signs went up two days ago, and they were worth the wait. They are all carefully crafted oak framed signs with matte black background and reverse vinyl lettering on low-glare glass. One side of the framing for most of the signs is screwed down, and when the text of the signs need be changed, the screws are removed, the glass slid out, the vinyl text removed and the new one applied.

One thing we wanted in the original RFP, we did not get; none of the proposers suggested any mechanism for it. That is the in-house production of signage lettering. We own a Kroy lettering machine, but its largest capability is 36 point, too small for most of our signs. Press-on letters are too staff intensive. All bidders suggested spot ordering of new texts. Most screen printing and signage companies have a computer-based die cutting machine these days -- the lettering for entire signs is cut at one step from a single sheet, and the sheet delivered in such a way that the sign is affixed to the glass as a whole.

The only exceptions to the oak-framing motif were white styrene range finder signs in the documents stacks; these are closed stacks without end panels, and vendor provided black lettering on white slide-in styrene, effective for that collection.

A word about range finders: for those of you unacquainted with library parlance, these are the signs that every library attaches to the end panels of ranges of shelving, showing the call number span of the particular side of the aisle. Often they are affixed to triangular mountings sticking out from the ranges at 7 feet high -- hard on the heads of basketball players, but visible from both directions.

We, of course, elected to depart from the norm.

Our oak framed range finders are screwed flat against the end panels; they can be viewed from a number of angles because of the effectiveness of white lettering on matte black. However, we do not carry separate signs showing the call numbers on either side of the shelving range; instead, our range finders show the span of call numbers on the entire range. Facing the call numbers, one does not know at a glance on which side of the range a particular call number might lie.

The reason we did it that way was to halve the number of signs, and to avoid cluttering the end panels. Many ends have two signs as it is: a range finder, and a section sign showing the general subject content of the range. We judged that the difficulty in determining which side of a particular range a book might lie would be a minor one. As it turned out, it was.

What might we do differently? In an optimum world, good quality no-glare plexiglass in sufficient thinness would be available, for glass is breakable. The necessity of using glass would handicap a library subject to high vandalism, which ours, so far, is not, thank heaven.

Also, we will continue to seek a low cost low labor method of large reverse image lettering; we'd much rather do it here than send it out.

end

State of Maine
Department of Educational and Cultural Services
Maine State Library

REQUEST FOR PROPOSAL

The Maine State Library seeks proposals for the planning and installation of a signage system within the Library portion of the Library/Museum/Archives Building.

Sealed proposals for the preparation and delivery of said system must be delivered in triplicate to the Bureau of Purchases, State Office Building, State House Station #9, Room 119, Augusta, ME 04333-0009, on or before 10 am local time, October 30, 1987.

Sealed proposals should be clearly identified as follows:

Sealed Proposal

Signage System
for the
Maine State Library,
Department of Educational and Cultural Services

Proposals received later than the above date and time will not be considered.

Proposals will be publicly opened and made available for inspection at the time and place specified above.

The successful bidder will be required to provide all services and written products for the sum of the contract price and within the time frame specified, in accordance with the specifications in the Request for Proposals document which may be obtained from the Office of the State Librarian, Maine State Library, State House Station 64, Augusta, ME 04333-0064.

The State of Maine reserves the right to reject any and all proposals.

I. General

The Maine State Library desires an integrated signage system for all areas of the Library portion of the LMA Building which experience public traffic. This includes the entryway, the elevator, the third floor corridor, offices, and conference room, the second floor stacks and offices, the first floor stacks and offices, and the storage area at the former Liquor Warehouse. A library floor plan is appended.

The plan and implementation must result in signage that is an integral part of the architecture of the building, insofar as can be achieved. Signage must be simply worded and direct; its presence must be subdued, yet accessible to the patron. It must be readable, legible, and visible. While standard symbols may be used when appropriate, any particular sign must not rely upon graphic symbolism but must be a combination of words and symbols, or words alone.

While this RFP does not specify any particular signage system -- we are looking for ideas and creativity -- whatever system is chosen must be able to be modified, to a large extent, in-house. That is, changes in most signs must be able to be accomplished by library staff using equipment specified and delivered within the contract, using supplies easily available.

II. Background

The Maine State Library is both a major research library and the library development agency for the State of Maine. It was established in 1836 and is the State's oldest cultural agency. In 1972, coincidental with a move into new facilities, the State Library was separated from the Law and Legislative Reference Library and established as a Bureau in the Department of Educational and Cultural Services. In 1982 the Library circulated approximately 130,000 books over the counter and more than 260,000 by mail. The Library has a staff of 64 full time and 3 half time positions. Total budget from all sources is approximately \$2.5 million. The Library is highly oriented to public service, catering to libraries statewide as a backup resource, as well as to walk-in patrons. Services include: reference and circulation; government documents; Maine collections; genealogy; Special Services: Talking Books, Large Print Books, and Books-by-Mail; Media Services: videotape duplication of educational programs for schools, instructional television, and computerized information retrieval for schools. A wide range of consulting services is offered to libraries of all types, and there are several grants-in-aid programs.

III. The Problem

Water leakage problems plagued the Library since its opening year; in 1986 the leakage was found to have delaminated and compromised asbestos insulation on two of the three floors. The Library was closed for asbestos removal and renovation; all books were removed to storage. With a projected reopening in September, 1987, the Library has received new carpeting, shelving, and many cosmetic changes. In the meantime, a new storage facility in the presence of the old Liquor Warehouse was released to the Library, shared with three other agencies.

Original architectural planning neglected signage, which has never been adequate. This is an opportunity to correct it.

IV. Performance Objectives

- A. To provide the public with clear, unobtrusive directional, informational, and identification signage within the Library and Warehouse.
- B. To provide an easy and inexpensive method for keeping such signage up-to-date in succeeding years.

V. Required Products

- A. The contractor will produce a plan for Library signage, with accompanying photos showing similar signage in other settings.
- B. The contractor will manufacture, deliver, and install said signage.
- C. The contractor will provide an in-house mechanism for keeping most of the signage up-to-date. Excluded from this might be large permanent signs, though these must be at a minimum. Most important for in-house changes are small signs such as range finder signs on stack end panels (showing call number span of the books held on that shelving range).
- D. A Sign Manual will be provided with the signage system for the use of future planners within the Library. The manual will describe style and philosophy behind the signage, and will fully describe methods for updating relevant signs.
- E. Among the signs will be a second floor Floor Plan, with a map of the floor and important features highlighted. A camera-ready reproduction of this plan must be provided for use by the Library in printing brochures.

VI. Stylistic Considerations

- A. Because of the necessity of integrating signage with the internal architecture of the Library, a site visit is of obvious value prior to bid, and is encouraged.
- B. Typeface may be serif or san-serif, a mix of caps and lc or either alone.

- C. Background to each sign may depend on its placement, or may be standard throughout. It is acceptable for certain signs to be direct transfers onto walls or furniture if such is necessitated by the overall plan.
- D. In general, the color of each sign must be light lettering upon a darker background, though individual exceptions are acceptable.
- E. It is optimum that each sign offer built-in protection against vandalism, by its method of application or by transparent covering.
- F. Symbols, such as the universal library symbol or standard symbols for rest rooms and other features, are acceptable if accompanied by text, but are not mandatory.
- G. Signage hanging from the ceiling is discouraged.

VII. Contractor Qualifications

- A. Experience in library signage is optimum but not mandatory.

VIII. Evaluation Procedures

Proposals will be evaluated on the following criteria. The State reserves the right to undertake oral interviews, in person or by phone, with any or all of the applicants, but is not obligated to do so. Officials responsible for making the decision on the selection of a contractor shall insure the selection process accords equal opportunity and appropriate consideration to all who are capable of meeting the specifications.

Criteria:

- A. Integration of signage with the Library's architecture and color scheme, taking into account the stylistic considerations (above): 30%.
- B. Adequacy and completeness of proposed signage system: 15%.
- C. Experience with library signage: 5%.
- D. Ease and inexpensiveness of in-house production set-up: 15%.
- E. Reasonableness and amount of cost proposed: 25%.
- F. Rapidity in which installation can be accomplished: 10%

IX. Format of Response

There is no intent in the following to limit the content of a vendor's proposal. The vendor may include such additional information or data that he or she may consider important, but may not omit the following. All submissions should be in triplicate; copy in handwritten form is unacceptable.

- A. Color photos or printed color magazine or catalog prints of the proposed signage system in situ in an institutional setting.

- B. Cost breakdown with the following line items separated (minimum):
1. Sign construction.
 2. Sign installation.
 3. Equipment and supplies for in-house manufacture of and updating of signs.
- C. A narrative description of the proposed system, citing why it fits in with State Library architecture.

X. Deadlines

Proposals must be received by the Bureau of Purchases by 10 am on October 30, 1987.

XI. Contractual Information

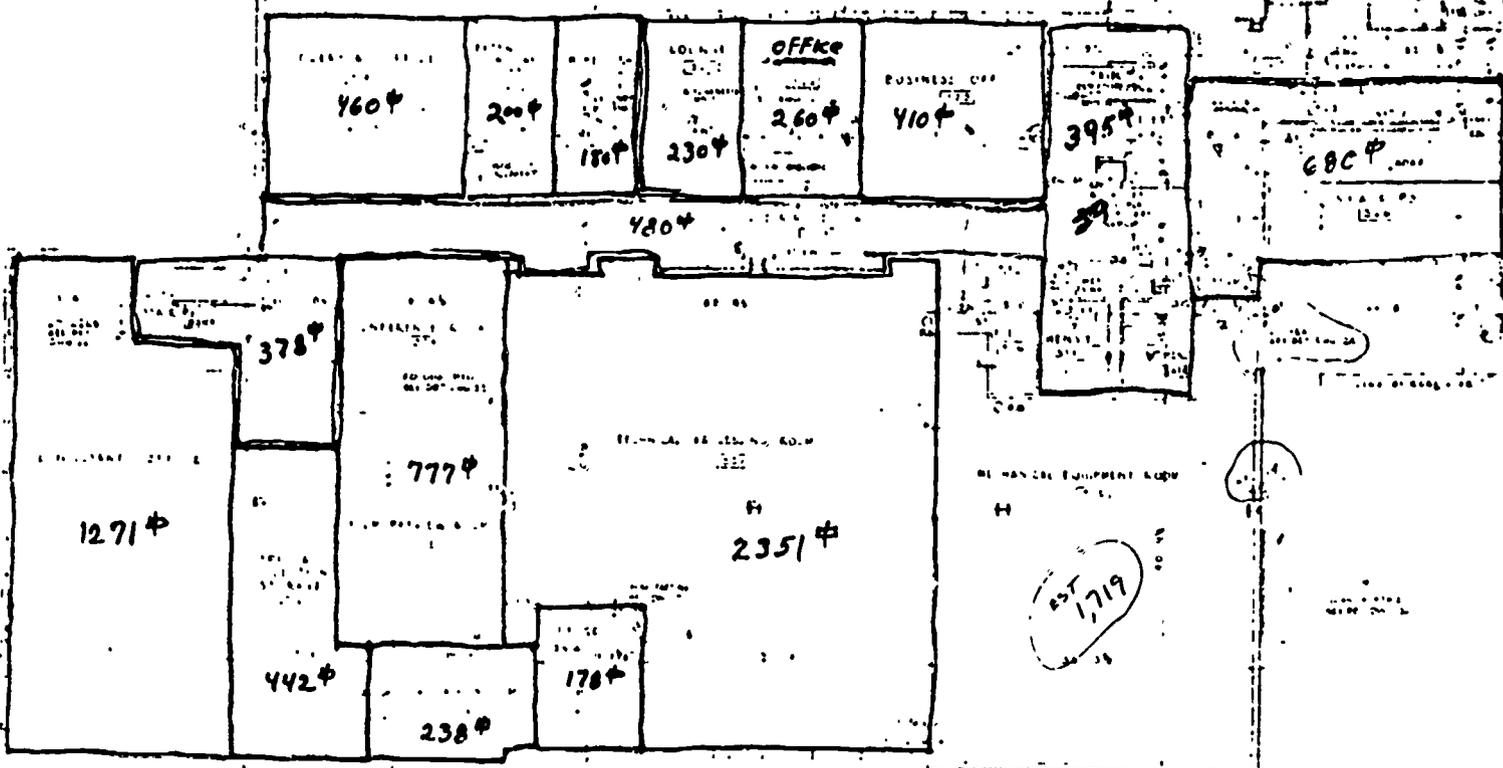
Once proposals have been evaluated and a contractor selected, the State of Maine and that contractor will enter contract negotiations. The contractor, at a minimum, will be expected to perform as stated in its proposal. Failure of the vendor to honor commitments and timetables may constitute grounds for vendor disqualification.

The resulting contract will take the form of a "State of Maine Contract for Special Services," informational copy attached. The State of Maine will not entertain the use of a contractor-written contract.

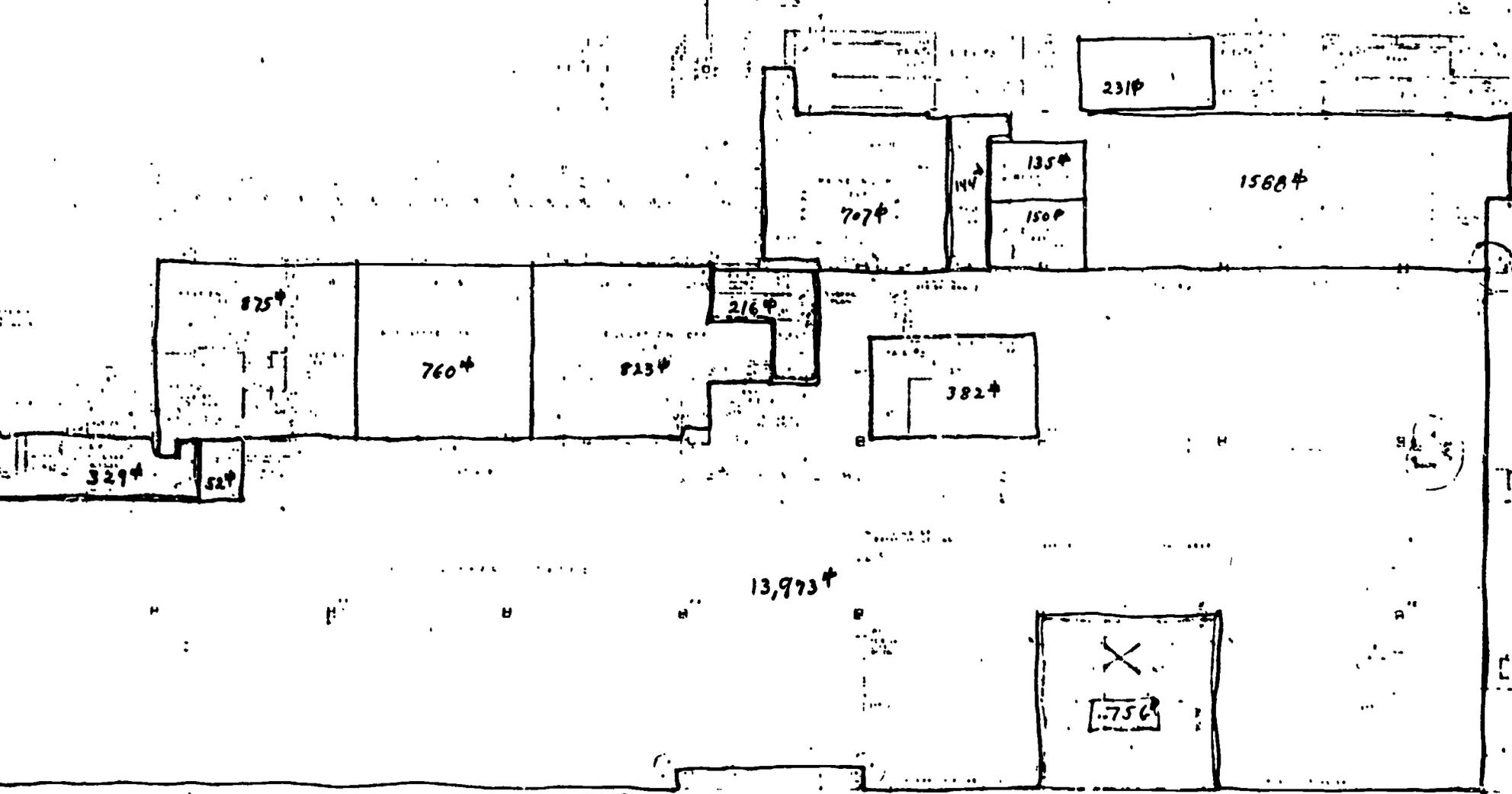
The contract price for services will be determined from quotations included in the vendor's response to this RFP. After selection of the contractor, the State will allow the contractor to have the constant opportunity to reduce the total cost for individual items in the event that marketing, technological, or other changes deem it advisable. Otherwise, the contract price will remain in effect for the duration of the contract.

Attachments

- Library floor plan.
- Warehouse floor plan.
- State of Maine Contract for Special Services.
- Tentative list of signs.



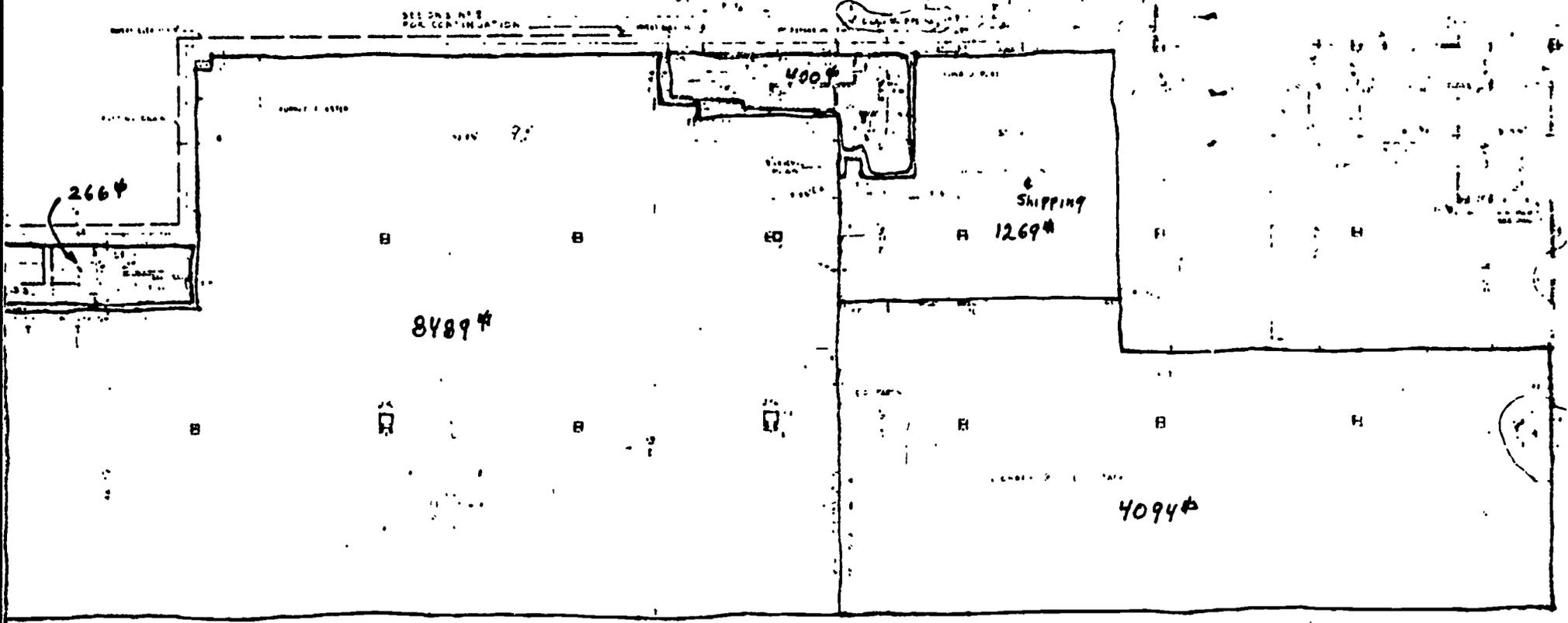
3rd Floor



2nd Floor

SCHEDULE

— Usable Space - Offices, Stacks, Areas, Etc
 — Toilets, Stairwells, Corridors, Elevators, Janitor closets, Etc



1st Floor

Tentative list of signs

Note: without doubt there will be additions, deletions, and changes to the following list; it will, however, give you an idea of the scope involved.

Entryway

Immediately upon entry to the Library side of the building, the user is faced with descending stairs on the left, a walkway around the stairs on the right, in an open environment with a railing separating the walkway from the stairway. Facing the user, visible at the far side of the stairway over the railing at the terminus of the walkway, is first an elevator, and to the left of it a closed double door to the office areas of the third floor.

Immediately upon entry, the user should encounter a sign which says:

Third Floor (through double doors straight ahead):

- Business Office
- Collection Services
- Central District Consultant .
- Conference Room
- Library Development
- Media Services
- Information Exchange
- Educational Video Services
- School Library Consultants

Second Floor (down the stairs)

- Book collection
- Reference
- Magazines and newspapers
- Government documents
- State Librarian's Office

First Floor (straight ahead via elevator)

- Special Services
- Books-by-Mail
- Films
- Talking Books
- Large Print
- Shipping

At the elevator:

Elevator to Second Floor (for those unable to negotiate stairway)

- to First Floor: Special Services
- Books-by-Mail
- Films
- Talking Books
- Large Print
- Shipping

In the elevator:

A sign similar to the directory (entryway) sign above, but smaller, perhaps with less detail.

At the double doors:

Third Floor Offices

Business Office (immediately on right)
 Collection Services (first office on left)
 Central District Consultant (down the hall on right)
 Conference Room (almost to the end, on the left)
 Library Development: Media Services, Educational Video
 Services, Information Exchange: all the way down the

hall.

Third Floor Offices

Signs outside each office:

Business Office (with a rightward pointing arrow)
 Collection Services (two signs for the two entrances)
 Central District Consultant
 Conference Room
 Library Development
 Media Services
 Information Exchange
 Educational Video Services
 School Library Consultants

Second floor

At the bottom of the stairs, the user will pass past a security scanner and from that point can see nearly the entire floor's various sections.

Immediately to the right is Lending Services (Circulation and Interlibrary Loan). Dead ahead is the Reference Desk. Please see enclosed floor plan for further details.

On the pillar at the bottom of the stairs: Read, Browse, Relax, Learn.

Instantly visible to the patron: the floor plan. This can be electronic, or a simple "You are here" map.

Signs can include:

Information (for the Reference Desk)
 Book Return
 Check Out
 Photocopiers
 State Librarian
 Genealogy
 College Catalogs
 Phone Books
 New Books
 Books Just Returned
 ARCO books
 State and Federal Documents
 Maine Author Collection
 Reference Books
 Magazines
 Newspapers
 Card Catalog

Facing the person as he or she enters the security scanner (i.e., heading up the stairs): Unit will not affect pacemakers, electronic disks or tapes.

Range finders: these are signs posted on each bookstack showing the call number range on that stack. Normally they are triangular holders protruding at the 7 foot level from each end panel, though other schemes will be considered. Each is two-sided for viewing from either side. There are 147 such finders needed for Level 2. Please inquire if this is not clear to you.

Section labels: these are signs at eye level on each stack indicating the subject concentrations therein, following the Dewey numbers. Example: 100 Philosophy. Each sign may have as many as eight such listings. Approximately 60 are needed.

Office signs:

Lending Services and Interlibrary Loan

Interlibrary Loan

State Librarian

Division Director

Map Room

Maine Room

State and Federal Documents

Typing Room (Inquire at Check Out Desk)

Sign near elevator: For those unable to use Stairs: Please inquire at Check Out Desk.

First Floor

Film Services

Books-By-Mail

Handicapped Services - Large Print, Talking Books, Braille

Shipping

Warehouse

A directional sign from the public entrance to the discard/recycle room.



MAINE STATE LIBRARY

CULTURAL BUILDING • AUGUSTA, MAINE 04333 • 207 / 289-5600

State Librarian
J. Gary Nichols

Director, Library Development
Jack Boynton

Director, Reference & Information
Donald Wismer

REQUEST FOR PROPOSAL

ADDENDUM

TO

Signage System For The
Maine State Library
Department of Educational and Cultural Services

The bid opening date has been changed from 10:00 a.m. October 30, 1987 to 2:00 p.m. November 20, 1987.

Paragraph "X DEADLINES" on the Request for Proposal (RFP) is now amended to read "Proposals must be received by the Bureau of Purchases by 2:00 p.m. on November 20, 1987".

Questions regarding this RFP should be made to Donald Wismer, Maine State Library, tel. 289-5600.

Leon Beaulieu
Business Manager

October 22, 1987

Signage System: Maine State Library
Evaluator's Score Sheet

Name of evaluator:

Proposal evaluated below
(name of company): _____

Date:

This score sheet reflects page 3 of the RFP: "VIII. Evaluation Procedures."

1. Stylistics (points available: 30)

Integration of proposed signage with the Library's architecture and color scheme, taking into account the stylistic considerations outlined in the RFP (item VI, pp.2-3) and summarized as follows: background for each sign may vary depending on placement, or be standard throughout; certain signs can be direct transfers onto walls or furniture if necessary; in general, the color of each sign must be light lettering on dark, though individual exceptions are acceptable; it is optimum that each sign offer built-in protection against vandalism; symbols are ok but not mandatory; signage hanging from the ceiling is discouraged.

Comments:

Points awarded (out of 30): _____

2. Adequacy and completeness of proposed system (points available: 15)

Comments:

Points awarded (out of 15): _____

3. Company's experience with library signage (points available: 5)

Comments:

Points awarded (out of 5): _____

4. Ease and inexpensiveness of in-house production set-up (points avail.: 15)

(This refers to any updating system proposed in which equipment and staffing is entirely within the State Library.)

Comments:

Points awarded (out of 15): _____

5. Reasonableness of cost proposed (points available: 25)

(The lowest cost gets the most points here. The method: the lowest cost gets 25 points. Each other proposal's cost is divided by the lowest cost, resulting in a figure such as 1.15. Following this example, the figure is then expressed as a fraction (115/100) and then inverted (100/115) and expressed as a decimal (.87). That decimal is multiplied by the points available (25) to arrive at the score, which in this example would be 21.75, rounded to 22.)

Comments:

Points awarded (out of 25): _____

6. Rapidity in which installation can be completed (points avail.: 10)

Comments:

Points awarded (out of 10): _____



MAINE STATE LIBRARY

CULTURAL BUILDING • AUGUSTA, MAINE 04333 • 207/289-5600

State Librarian
J. Gary Nichols

Director, Library Development
Jack Boynton

Director, Reference & Information
Donald Wismer

February 10, 1988

to: Carl Silsby, Bureau of Purchases

from: Donald Wismer, ^{DW} Division Director
Reference and Information Services

subj.: Selection of signage vendor following RFP criteria

Evaluation criteria from the RFP were:

- A. Integration of signage with the Library's architecture and color scheme, taking into account the stylistic considerations: 30%
- B. Adequacy and completeness of proposed signage system: 15%
- C. Experience with library signage: 5%
- D. Ease and inexpensiveness of in-house production set-up: 15%
- E. Reasonableness and amount of cost proposed: 25%
- F. Rapidity in which installation can be accomplished: 10%

In rating the four active proposals received (two submitted "no bid"), the above percentages were translated into points -- 30% equals 30 points, for example -- and the responses studied and points assigned on a score sheet, one for each company. The results:

<u>Criterion</u>	<u>Points available</u>		<u>Company name and Points awarded</u>		
		<u>Display C.</u>			
A. Integration	30	27	23	15	20
B. Adequacy	15	14	14	12	5
C. Library experience	5	0	0	0	0
D. In-house production	15	5	5	5	4
E. Cost	25	18	20	25	18
F. Installation rapidity	<u>10</u>	<u>10</u>	<u>9</u>	<u>3</u>	<u>6</u>
TOTALS	100	74	71	60	53

This summarizes the individual scoring sheets, copies of which you have already received. Carl, please let me know if I can provide anything further.

STATE OF MAINE
CONTRACT FOR SPECIAL SERVICES

1. Appropriation Number 1263.3115-4016
2. Dollar Amount \$24,062
3. Termination Date June 30, 1989

4. Contract Number _____
*5. Encumbrance Number _____
*6. Date Received _____

THIS AGREEMENT, made this 4th day of March, 1988, is by and between the State of Maine, Maine State Library, hereinafter called "Department," and Display Concepts, Inc., hereinafter called "Contractor."

The type of organization of the Contractor is (complete appropriate statement):

- 1. An individual doing business as _____
- 2. A partnership.
- 3. A corporation of the State of Maine
- 4. Other: _____

The principal office of the Contractor is located at (street, city, state, zip):
Trenton, Maine (p.o., Bar Harbor, 04609)

The Employer Identification Number of the Contractor is 01 0316500 8 (Maine).
IRS or Social Security Number

WITNESSETH, that for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Department, the Contractor hereby agrees with the Department to furnish all qualified personnel, facilities, materials and services and in consultation with the Department, to perform the services, study or projects described in Rider A. The following riders are hereby incorporated into this contract by reference:

- Rider A - Specifications of Work to be Performed
- Rider B - Payment and Other Provisions

IN WITNESS WHEREOF, the Department and the Contractor, by their representatives duly authorized, have executed this agreement in 4 original(s) as of the day and year first above written.
Number

APPROVED AS TO FORM:

DEPARTMENT:

Date: _____, 19 ____

Maine State Library

Department Name

By: _____
Attorney General

By: _____
Authorized Signature

Typed Name and Title

APPROVED, CONTRACT REVIEW COMMITTEE:

CONTRACTOR:

Date: _____, 19 ____

Display Concepts, Inc.

Contractor Name

By: _____
Chairman

By: _____
Authorized Signature

Typed Name and Title

*By Bureau of Accounts and Control

RIDER A
SPECIFICATIONS OF WORK TO BE PERFORMED

1. Work to be accomplished is specified on the RFP dated October 30, 1987.
2. The contractor will provide services as specified on the Proposal dated November 17, 1987 and the changes reflected on the February 29, 1988 letter.
3. The cost of each type of sign is noted with per sign cost and total cost for the number of each type of signs expected. Adjustments to these numbers of particular signs ordered may be made by the State Library as its needs require as the project proceeds.
4. All signs other than the pedestal and styrene signs noted on the cost breakdown will follow the pattern set forth in the RFP response, page B-3, except that reduced glare plexiglass will be used. Painted or stained backgrounds for all signs will be non-glossy or matte finish.
5. Installation of any sign ordered will be accomplished within 6 weeks of order, or by other arrangement between the parties as mutually agreed. It is recognized that because of the continued closure of the first floor of the library and the upcoming canopy construction, some signs have to be delayed. Each sign or group of signs will be ordered individually by the State Library on a needs basis within the term of the contract.

**RIDER B
PAYMENT AND OTHER PROVISIONS**

1. CONTRACT PRICE.

The contract price will not exceed \$24,069. Which includes a 5% charge for special non-glare materials. (see pricing schedule)

2. INVOICES AND PAYMENTS. Payment shall be made by the Department within 15 days after receipt of an approved itemized invoice submitted by the Contractor upon his usual billing forms or business letterhead.

3. BENEFITS AND DEDUCTIONS. If the Contractor is an individual, the Contractor understands and agrees that he is an Independent Contractor for whom no Federal or State Income Tax will be deducted by the Department, and for whom no retirement benefits, survivor benefit insurance, group life insurance, vacation and sick leave, and similar benefits available to State employees will accrue. The Contractor further understands that annual information returns as required by the Internal Revenue Code or State of Maine Income Tax Law will be filed by the State Controller with the Internal Revenue Service and the State of Maine Bureau of Taxation, copies of which will be furnished to the Contractor for his Income Tax records.

4. INDEPENDENT CAPACITY. The parties hereto agree that the Contractor, and any agents and employees of the Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

5. CONTRACT ADMINISTRATOR. All invoices, progress reports, correspondence and related submissions from the Contractor shall be directed to:

Name: J. Gary Nichols
 Title: State Librarian
 Address: Maine State Library

who is designated as the Contract Administrator on behalf of the Department for this contract.

6. DEPARTMENT'S REPRESENTATIVE. The Contract Administrator shall be the Department's representative during the period of this agreement. He has authority to stop the work if necessary to insure its proper execution. He shall certify to the Department when payments under the contract are due and the amounts to be paid. He shall make decisions on all claims of the Contractor, subject to the approval of the Head of the Department.

7. CHANGES IN THE WORK. The Department may order changes in the work, the contract sum being adjusted accordingly. All such orders and adjustments shall be in writing. Claims by the Contractor for extra cost must be made in writing and signed by the Contract Administrator before executing the work involved.

8. PERIOD OF PERFORMANCE. The Contractor shall (check one as applicable):

A. Work when called by the Department.

B. Use due diligence to complete the work within a reasonable time.

C. Complete the work no later than _____.

D. If the work is not completed by _____, Contractor shall pay Department as follows _____

9. SUBCONTRACTS Unless provided for in this contract, no contract shall be made by the Contractor with any other party for furnishing any of the work or services herein contracted for without the consent, guidance and approval of the Contract Administrator. Any subcontract hereunder entered into subsequent to the execution of the contract must be annotated "approved" by the Contract Administrator before it is reimbursable hereunder. This provision will not be taken as requiring the approval of contracts of employment between the Contractor and his employees assigned for services thereunder.

10. **SUBLETTING, ASSIGNMENT OR TRANSFER.** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of this agreement or any portion thereof, or of his right, title or interest therein, without written request to and written consent of the Contract Administrator, except to a bank. No subcontracts or transfer of agreement shall in any case release the Contractor of his liability under this agreement.
11. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the Contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment relating to this agreement because of race, color, religious creed, sex, national origin, ancestry, age or physical handicap, unless related to a bona fide occupational qualification. The Contractor will take affirmative action to insure that applicants are employed and employees are treated during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotions, or transfers; recruitment or recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor will, in all solicitations or advertising for employees placed by or on behalf of the Contractor relating to this agreement, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, sex, national origin, ancestry, age or physical handicap.
 - c. The Contractor will send to each labor union or representative of the workers with which he has a collective or bargaining agreement, or other contract or understanding, whereby he is furnished with labor for the performance of this contract, a notice, to be provided by the contracting department or agency, advising the said labor union or workers' representative of the Contractor's commitment under this section and shall post copies of the notice in conspicuous places available to employees and to applicants for employment.
 - d. The Contractor will cause the foregoing provisions to be inserted in any subcontracts for any work covered by this agreement so that such provisions shall be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials. The Contractor, or any subcontractor holding a contract directly under the Contractor, shall, to the maximum feasible, list all suitable employment openings with the Maine Employment Security Commission. This provision shall not apply to employment openings which the Contractor, or any subcontractor holding a contract under the Contractor, proposes to fill from within its own organization. Listing of such openings with the Employment Service Division of the Maine Employment Security Commission shall involve only the normal obligations which attach to such listings.
12. **EMPLOYMENT AND PERSONNEL.** The Contractor shall not engage on a full-time, part-time or other basis during the period of this agreement, any professional or technical personnel who are or have been at any time during the period of this agreement in the employ of any State Department or Agency, except regularly retired employees, without the written consent of the public employer of such person. Further, the Contractor shall not engage on this project on a full-time, part-time or other basis during the period of this agreement any retired employee of the Department who has not been retired for at least one year, without the written consent of the Contract Review Committee.
13. **STATE EMPLOYEES NOT TO BENEFIT.** No individual employed by the State at the time this contract is executed or any time thereafter shall be admitted to any share or part of this contract or to any benefit that may arise therefrom directly or indirectly due to his employment by or financial interest in the Contractor or any affiliate of the Contractor. This provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
14. **WARRANTY.** The Contractor warrants that it has not employed or written any company or person, other than a bonafide employee working solely for the Contractor to solicit or secure this agreement, and that it has not paid, or agreed to pay any company or person, other than a bonafide employee working solely for the Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this agreement. For breach or violation of this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.
15. **ACCESS TO RECORDS.** The Contractor shall maintain all books, documents, payrolls, papers, accounting records and other evidence pertaining to cost incurred under this agreement and to make such materials available to their offices at all reasonable times during the period of this agreement and for three years from the date of the expiration of this agreement, for inspection by the Department or any authorized representative of the State of Maine and copies thereof shall be furnished, if requested.

16. **TERMINATION.** The performance of work under the contract may be terminated by the Department in whole, or, from time to time, in part whenever for any reason the Contract Administrator shall determine that such termination is in the best interest of the Department. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of the work under the contract is terminated and the date on which such termination becomes effective. The contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly. In any event, this contract shall terminate on June 30, 1989.
17. **GOVERNMENTAL REQUIREMENTS.** The Contractor warrants and represents that all governmental ordinances, laws and regulations shall be complied with.
18. **INTERPRETATION AND PERFORMANCE.** This agreement shall be governed by the laws of the State of Maine as to interpretation and performance.
19. **OWNERSHIP.** All notebooks, plans, working papers, or other work produced in the performance of this contract are the property of the Department and upon request shall be turned over to the Department.
20. **STATE HELD HARMLESS.** The Contractor agree to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract and against any liability, including costs and expenses for violation of proprietary rights, copyrights, or rights of privacy, arising out of publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract or based on any libelous or other unlawful matter contained in such data.
21. **APPROVAL.** This contract is subject to the approval of the Maine Attorney General's Office, the Contract Review Committee and the State Controller before it can be considered as a valid, executable document.
22. **ENTIRE AGREEMENT.** This contract contains the entire agreement of the parties, and neither party shall be bound by any statement or representation not contained herein.

STATE OF MAINE
 CONTRACT FOR SPECIAL SERVICES
 PRICING SCHEDULE
 MARCH 4, 1988

Design Charge		\$2,800.00
147	3" x 18½" @ 65.00 eac.	9,555.00
100	4" x 12" @ 45.00 each	4,500.00
10	12" x 12" @ 85.00 each	850.00
1	18" x 30" @500.00 each Pedestal Sign at Elevator	500.00
17	4" x 12" @ 55.00 each Business Signs	935.00
1	Map Pedestal Sign @ 750.00	750.00
1	Second Floor Elevator Sign (Pedestal)	500.00
1	Map Pedestal Sign at Entrance	1,150.00
30	Styrene Reference Signs for Depository Library @ 3.00 each	<u>90.00</u>
	Subtotal	\$21,630.00
	5% additional cost for non-glare	<u>1,082.00</u>
		\$22,712.00
	Delivery Charge	150.00
	Installation Charge	<u>1,200.00</u>
	Total	\$24,062.00