

**December 2, 2016**



## **REQUEST FOR PROPOSAL**

*Finance ERP Selection  
Consulting Services*

**RFP CML # 16-017**

**Columbus Metropolitan  
Library**

**Issued by:**

Procurement Department  
96 S. Grant Ave.  
Columbus, OH 43215

**Deadline for Submittal:**

**December 21, 2016**

No later than 12:00 NOON EST



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 Procurement Department  
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[wdixon@columbuslibrary.org](mailto:wdixon@columbuslibrary.org)

## REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for *Finance ERP Selection Consulting Services* (the “Project”). The Proposal Identification Number is **CML # 16-017**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon (Columbus, Ohio local time) on Wednesday, December 21, 2016**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 12:00 Noon on **Wednesday, December 14, 2016** to [purchasing@columbuslibrary.org](mailto:purchasing@columbuslibrary.org).

The offeror (“Offeror”) declares to have read and understood and affirms, by its signature below, to be bound by all the instructions, terms, conditions and specifications of this RFP and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

The Offeror certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided in response to this RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing Proposal (Please print or type)		Title
Offeror Name		
Mailing address		
City	State	ZIP
Telephone		Toll Free Telephone
Contact Person		Fax Number
E-Mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL**

## **Project Description**

The Columbus Metropolitan Library (“CML”) is initiating a project for the purpose of replacing its current enterprise resource planning (“ERP”) system. The Project will be managed using two primary phases, as presented in this RFP, to address: (1) software selection and (2) subsequent implementation of the new system. CML is, therefore, requesting proposals from consulting firms to provide professional assistance and guidance with process mapping CML’s Finance core functions (current and future state), developing key business requirements and making recommendations regarding potential new ERP solutions that can better meet CML’s needs. The project will also involve the drafting of a request for proposal (RFP) for the purchase of a new ERP system, including selection criteria and participation in the subsequent evaluation of proposals.

The Offeror’s Proposal should include its:

1. Qualifications and references.
2. Scope of work and approach.
3. Staffing plan.
4. Schedule of services and timeline for the Project.
5. Estimated total not to exceed cost.

## **Background**

The Columbus Metropolitan Library is a county district library with its principal place of business at 96 South Grant Avenue, Columbus, Ohio. CML consists of 25 locations throughout Franklin County, Ohio. The Library has approximately 800 employees. The Library also provides Outreach Services, serving a diverse population with varying needs, ranging from preschoolers to senior citizens.

The Library adheres to a long-term strategic plan, first developed in 2003 and updated in 2012, with guidance from members of the community, library staff, Friends of the Library and the Library’s Board of Trustees. This strategic plan provides measurable objectives, clear initiatives and includes the following five sectors for concentrated focus:

1. Young Minds: encouraging learning and growth for a foundation for a successful life
2. My Library: building the next generation library that results in a library that works for me
3. Life Skills: embracing challenges and providing opportunities for a community that reaches its potential
4. The Library’s Partners: leverage our community maximize the library’s reach and impact
5. The Library’s Staff: grow our team to provide a world-class experience

## **Current Business and ERP environment**

CML, having 25 locations currently across Franklin County, was founded in 1872. CML is a county district library established in accordance with Section 3375.20 of the Ohio Revised Code. CML, which is a separate legal entity, is financially, managerially and operationally independent from both Franklin County and the City of Columbus. Accordingly, CML is a governmental entity which uses modified accrual accounting during the year as prescribed by Governmental Accounting Standards Board (GASB).

CML uses 3 major funds (General, Capital Assets and Debt Service). Encumbrance accounting, under which purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation, is employed in all funds.

A Comprehensive Annual Financial Report (CAFR) is prepared using full accrual accounting at the end of the year to conform to Generally Accepted Accounting Principles (GAAP). CML's fiscal year end is December 31.

CML currently uses ONESolution (Version 16.1), by SunGard, as its ERP system. The product was installed in the early 2000 and most current upgrade was in 2012. The Library recently elected to outsource its payroll and benefits management functions to ADP and this new arrangement will be in place by early 2017. Until it is replaced, CML will continue to use ONESolution for its financial functions.

The primary modules used by within ONESolution are general ledger, fixed assets, payroll, procurement, accounts payable, and budgeting. CML has no inventory and no material accounts receivable. Revenue comes from two primary sources, a County-wide tax levy and the Public Library Fund which is a percentage of general fund revenue of the State of Ohio that is disbursed to public libraries.

A current approximate breakdown of finance system users is as follows:

- ~ 20 power user (Finance and a few other team members who use the system daily to perform work tasks... concurrent user types)
- ~ 15 administrative users who initiate purchase requisitions
- ~ 20 users who have to approve workflow tasks (like purchase requisitions)
- ~ 50 inquiry only/light users who log in occasionally (for example, branch managers can pull their department financial statements).

## **Future State**

CML desires several key components for its' new ERP system:

- 1) Modern capabilities and top notch vendor support. Currently, there are inefficiencies in our current process and workarounds which do not align with ERP solutions available in the current marketplace. We desire strong workflow tools to route requisition-to-payment documents, via email, seamlessly from purchase requisition initiation, through managerial approvals and to the payment process.
- 2) Robust reporting capabilities. Currently, preparation of financial reports and exhibits requires manual keying which is outdated and time consuming. The ability to easily create reports based on business needs and to track financial metrics is a critical requirement.
- 3) Interface with ADP Workforce Now System CML currently processes payroll within the current OneSolution ERP however, CML is in the process of outsourcing payroll processing and benefits administration to ADP in early 2017.
- 4) Position Control to monitor staffing as well as enhance budgeting and forecasting.
- 5) Learning management modules to assist HR and Finance in monitoring training requirements.
- 6) Cloud-based products rather than hosting software on CML data center servers and infrastructure. We are currently moving our IT strategy in this directions and expect the transformation to be complete in 2017.

CML is willing to explore best practices and to changes current practices when possible to become more efficient and aligned with user needs.

## Approach

### Phase I - Requirements Definition/Software Selection

This phase will be to select the ERP solution that best meets the Library's needs. The selected Offeror will assist the Library in:

1. Defining software and hardware requirements for an ERP system.
2. Defining an approach for addressing business process change within the ERP implementation.
3. Developing an RFP for the new ERP system.
4. Evaluating proposals and selecting the new software.
5. Assisting CML with contract negotiations.
6. Managing the Requirements Definition/Software Selection Phase of the ERP project.
7. Develop a detailed project plan for the implementation phase of the Project and a corresponding cost estimate to complete the implementation.

For Phase I, the Offeror should propose a process to be employed by its "Project Team" to define the Library's business requirements and to select a proven ERP solution that best meets those requirements.

### Phase II - System Implementation

This phase will include the work activities required to complete the implementation of the new system and to bring it into stable production mode. In this RFP, CML is requesting that Offerors propose a general implementation methodology or approach and to define the major tasks required to implement the new ERP system.

The Library will need the assistance of a consultant in both the Requirements Definition/Software Selection Phase and the System Implementation Phase of this enterprise-wide project. The approach to the acquisition of consulting services, software, and hardware is as follows:

1. CML issues this RFP to select a consulting partner to provide the Library with consulting services for Phase I, Requirements Definition/Software Selection, and to provide implementation services and serve as prime contractor for Phase II, System Implementation.  
**Note: CML will not entertain proposals in response to this RFP from suppliers of ERP software packages.**
2. In the Requirements Definition/Software Selection Phase, the Offeror (or "Consultant") selected will work with the Library to draft a single RFP for a new cloud based new ERP system solution.
3. The Consultant will assist the Library in negotiating required contracts.
4. Once Phase I is completed, the Library and the Consultant will most likely enter into negotiations for a contract ("Contract") for services for the implementation phase, for which the Consultant would be prime contractor ("Contractor"). The Library, however, reserves the right to elect not to enter into negotiations with the Consultant from the Requirements Definition/Software Selection (Phase I) to be prime contractor for System Implementation (Phase II).

5. Should contract negotiations not yield an agreement, or if the Library elects not to enter into negotiations with the Consultant that assisted on Phase I, the Library may elect to select, at its option, another Offeror's proposal submitted to this RFP to be the prime contractor for system implementation (Phase II).

For Phase II, the selected Offeror will assist the Library in defining the steps necessary to prepare for an ERP system implementation and in performing those tasks.

## **Goals of Engagement & Timeframe**

### **1. Selection**

Where appropriate, CML expects to gain efficiencies through adopting best practices toward utilizing the new ERP system selected to its fullest capabilities.

For purposes of this project, references to Finance processes will encompass:

1. Core general ledger:
  - a. Annualized fund accounting general ledger structure which includes monitoring and budgetary blocks at the regulatory/statutory level.
  - b. Cross-calendar project accounting ledger structure which includes monitoring and budgetary blocks at the project level across fiscal years.
  - c. Consistent with Fund Accounting, Governmental accounting in conformity with GASB and GAAP principles.
  - d. Requires compatibility with the ADP payroll and benefits management systems.
2. AP and Procurement (the full requisition to payment cycle including workflow for approvals)
  - a. Procurement function to include approval workflow for purchase order adjustment/change order (POA/CO) actions showing details of requested changes.
  - b. Include the ability to attach documentation to requisitions, purchase orders, POAs and COs.
3. Financial Budgeting, Planning and Forecasting.
4. Vendor management.
5. Asset tracking (including temporary technology equipment).
6. Bank reconciliation module for variance based check and deposits reconciliation.
7. Financial and management reporting.
8. Document imaging/attachment or integration with CML's document imaging solution, OnBase.
9. Document data integration of Polaris (Library materials procurement system).
10. Grants Management.
11. Project Management.
12. Contract Management – repository for CML contracts, including notification function for expiration (via email) and related reporting features.
13. P-Card Management (including banking interface)
14. Position Control
15. Learning Management.
16. Reporting Functionality.

The objectives of the Project are to facilitate review of current state Finance processes and to make a recommendation for future state technology to support those processes including the following:

1. Lead the requirements gathering process to analyze current CML business processes and systems.
2. Identify opportunities for streamlining the current Finance processes within CML.
3. Develop an RFP for distribution to ERP solutions that are a potential fit to support CML's business needs.
4. Manage the proposal evaluation process including the ERP solution demonstrations.
5. Facilitate a discussion for selecting an ERP solution for CML.
6. Develop a preliminary training, knowledge transfer and change management plan.

The primary goal of the engagement will be to guide CML through a process to identify the most appropriate ERP system for CML's Finance team. Through interviews, surveys and mapping, the Contractor will be required to evaluate the Columbus Metropolitan Library Finance's accounting and reporting needs.

The Contractor will assist with or provide:

1. Administration and execution.
2. Resources to be available as needed to answer questions and resolve issues.
3. Clear and timely communication with Management Team as required throughout the process.
4. Ongoing conferences/meetings as needed.
5. An overview and presentation to Executive Leadership Team.

## **2. Implementation**

The second goal is structured around implementation and data migration. The Offeror is invited to submit, in its Proposal, a plan for providing implementation services. Cost for implementation services must be clearly delineated from the core project services described in Section 1 above.

### **Contractor Responsibilities and Project Deliverables**

The Contractor will be required to:

1. Coordinate and conduct a formal business process review for a replacement system.
2. Develop written business requirements for a replacement system.
3. Write an RFP for a new ERP system.
4. Assist in the process of evaluating RFP responses, shortlisting top three (3) Offerors, selection of a contractor ("Contractor"), and advising CML throughout the procurement process.
5. Develop an initial high-level deployment plan including processes, resources, costs and implementation tasks.
6. Develop a formal training plan, knowledge transfer plan, and organizational change management plan associated with the implementation of a new system.

All prospective Offeror responses must provide the total cost of completing all phases (Selection and Implementation) of this project (the "Project"). The cost should further be divided into cost estimates for each of the planned project phases. Under no circumstance should the cost of all phases exceed the total project price quoted. The quoted costs are to be the cost of all resources by the Offeror, including all expenses, both anticipated and unanticipated.

The Offeror shall not be affiliated with any potential system supplier or show any bias toward any particular ERP company or provider.

**Expected Benefits of the Assessment**

The benefits of the assessment, recommendations and report should include; however, not be limited to:

1. The value of a single system or a suite of systems that meet CML’s functional needs.
2. System selection that enables CML strategy.
3. System selection that respects cost constraints.
4. System(s) that are responsive to changing requirements.
5. A commitment to a continuous service team that provides long-term support to CML staff.
6. Innovative system(s) selection that expose CML to new capabilities.

**Timeframe**

CML is pursuing some of the components of its search, selection, and implementation of systems with an aggressive timeframe. CML desires to implement the selected Financial ERP solution during calendar 2017.

The Contractor shall be prepared to make recommendations on how to successfully achieve an aggressive project plan.

**Projected Timeline**

Activity	Target Completion Date
Issuance of RFP	December 2, 2016
Inquiry Period Begins	December 2, 2016
Inquiry Period Ends	December 14, 2016 at 12:00 Noon
Final Response to Vendor Questions	December 15, 2016 by 5:00 p.m.
Proposal Due Date	December 21, 2016 by 12:00 Noon
Project Completion Date	To Be Determined

Once the schedule has been agreed-to by the Contractor and CML, the Contractor shall not change the schedule, without the permission of CML.

## **DIVERSITY**

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this Proposal.

## **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal for Work on the Project, the Offeror acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Offeror agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability or color, as defined in Section 4112.01 of the Ohio Revised Code, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Offeror further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

Ethics Laws. The Offeror represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

## **Proposal Submission Requirements**

All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number (CML # 16-017) and title of *Finance ERP Selection Consulting Services* clearly marked on the outside, addressed and mailed to the below address:

**PROPOSAL SUBMITTAL.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CML # 16-017 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CML # 16-017 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. The Proposal package must also include electronic versions of the Technical and Cost Proposals on clearly labeled flash drives.

**IMPORTANT:** Technical Proposals must not contain cost or pricing information.

Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) copies for a total of five (5) Technical and five (5) Cost Proposals in its package to the following:

Columbus Metropolitan Library  
**Attn: Wanda Dixon, Procurement Analyst**  
96 South Grant Avenue  
Columbus, OH 43215

Any Proposal arriving after 12:00 NOON on the due date will be marked late and will receive no consideration for selection to provide the specified services. The Library may return, unopened, any Proposal that is received after the deadline.

## **Proposal Instructions**

Offerors are cautioned to carefully review all parts of the RFP. No allowance will be made for any error or negligence of the Offeror.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Offeror's ability to perform all of the actions, activities and functions described in this RFP.

Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.

Costs for developing the Proposal are entirely the responsibility of the Offeror and shall not be chargeable to the Library.

## **Proposal Questions**

Any questions or clarifications regarding this RFP should be sent to [purchasing@columbuslibrary.org](mailto:purchasing@columbuslibrary.org) and reference the Proposal Identification Number (CML # 16-017) and title of the RFP (*Finance ERP Selection Consulting Services*). All questions must be submitted no later than 12:00 Noon on Wednesday, December 14, 2016.

Offerors are encouraged to submit questions at any time during the inquiry period.

Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's website at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business). Answers will be posted no later than 5:00 p.m. on Thursday, December 15, 2016.

## **Proposal Format**

To facilitate comparison of Proposals, Offerors must submit Proposals in a format that corresponds to the outline below. Proposals must include a table of contents listing all sections.

1. Executive level summary of the proposed solution(s).
2. Statement as to the Offeror's particular abilities and qualifications to include but not limited to:
  - a. Brief history of the company.
  - b. Product and services offerings.
  - c. Describe the core competencies.
  - d. The number of years the Offeror has been in business.
  - e. Primary corporate location. Provide address.
  - f. The geographical area of operations and professional affiliations.
  - g. Overview of the ownership structure of the company. Is the company private or public?
  - h. Describe any alliances or strategic partnerships with other companies.

- i. Size and composition of the organization.
  - j. Number of customers.
  - k. Staffing Plan: Provide the name of each team member that will be assigned to this project and the role that they will play. Include a brief resume of experience, certifications, skills and abilities of each team member. This does not have to be all-inclusive. A summary of the core team will suffice.
  - l. Disclose all information concerning any suits filed, judgments entered or claims made against the Offeror during the last five years with respect to services provided by the Offeror or any declaration of default or termination for cause against the Offeror with respect to such services. In addition, state whether during the past five years the Offeror has been suspended from entering into any government contract.
  - m. The Offeror shall provide a statement affirming it is not affiliated with any ERP system developer / supplier.
3. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. The Library reserves the right to reject any Subcontractor not identified within the Offeror's response.
  4. Provide references for a minimum of three (3) projects completed during the last two (2) years. Include a description of scope and client references, including contact names, e-mail addresses, and telephone numbers. Relevancy of references to the scope of this RFP will be considered during Proposal evaluation.
  5. The Offeror's Work Plan (to include a Migration Plan and a Communication Plan).
  6. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
  7. The Offeror shall include a completed W-9 Form.
  8. The Offeror shall provide a Certificate of Insurance ("COI") with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and must be indicated on the COI.

**Selection Process**

The Library's evaluation team will review all Proposals and evaluate responses to the RFP.

TABLE 1 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	500 Points
Proposal Cost	125 Points
Total	625 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

CML will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 2. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

### Evaluation Criteria

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library. Specific criteria that will be considered during the evaluation include; however, not limited to:

1. Qualifications and ability to perform the Work.
  - a. Number of years in business.
  - b. Current percent capacity utilized.
2. Offeror's experience on projects of similar scope.
  - a. Examples of past successful systems selection.
  - b. Relevant Clients served
  - c. Lessons learned.
3. Qualifications and experience of proposed consulting members.
  - a. Education.
  - b. Certifications
4. Quality and comprehensiveness of the Proposal.
  - a. Demonstrated clear understanding of the Project and Objectives
  - b. Clarity of strategy utilized
5. Input from reference contacts.

### Evaluation and Selection

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library, based on the information provided.

Specific criteria that will be considered during the evaluation include; however, not limited to:

### Evaluation of Technical Proposal

TABLE 2 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Ext'd</u>
1. Qualifications and ability to perform the Work.	40		
2. Offeror's experience on projects of similar scope.	20		
3. Qualifications and experience of proposed consulting members.	20		
4. Quality and comprehensiveness of the Proposal.	10		
5. Input from reference contacts.	10		
Total Technical Score:			

The weighted points will be multiplied times the numbers of Criteria's listed above for a maximum total of 500 points (5 points X 100) for the Technical Score.

### Evaluation of Cost Proposal

CML will rank costs on a relative bases for a maximum total of 125 points for the Cost Score.

COST PROPOSAL POINTS. CML will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table (Table 1). "Cost" = Total Not-to-Exceed Cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable

cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

CML will determine costs based upon the Offeror’s estimated hour and applicable labor rates, along with a “not-to-exceed” total Project cost. Refer to Table 3. The Offeror must use the format of Table 3 for its Cost Proposal. CML reserves the right to disqualify Proposals having costs that appear unrealistic or significantly understated for the services offered.

The Cost Proposal must be submitted in the format as indicated by Table 3. The Offeror may insert additional rows, as needed. The Cost Proposal must include a Total Not-to-Exceed Cost.

TABLE 3 - COST PROPOSAL  
[Sample]

Service Type by Phase*	Service Labor Rates (\$ / hr.)	Total Hours	Not-to-Exceed Cost (\$)

**Total Not-to-Exceed Cost (\$):** \_\_\_\_\_

\*Refer to page 7, *Contractor Responsibilities and Project Deliverables*, for instructions.

The following formula will be used to determine the final score of the proposal:

**Total Points = Technical Proposal + Cost Proposal = \_\_\_\_\_ pts.**

The maximum possible score is 625 points.

**Contract Award**

The Contract is to be awarded based on qualified Proposals, as per the enclosed rating system and at the discretion and consideration of CML. The CML evaluation team may interview the top three rated Offerors; however, contracts may be awarded without such interviews. At its discretion, CML reserves the right to alter the membership or size of the evaluation team. CML reserves the right to change the number of firms interviewed.

The Library will use a “phased approach” for awarding portions of the Project. For example, by receiving the contract award for Phase I does not guarantee receiving the contract award for Phase II of the Project.

The Library is not, by virtue of issuing this RFP, obligated to enter into a Contract and reserves the right to not issue a Contract as a result of this solicitation.

**Columbus Metropolitan Library  
Procurement Department**

**Standard Contract Terms and Conditions**

**Contract Components, Entirety, Changes Interpretation**

**Contract Components:** This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract").

**Entire Agreement; Parties to the Contract:** This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a SOW submitted to CML in response to a request (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML).

**Contract Changes:** Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

**Contract Orders:** CML will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

**Standard Invoice and Payment**

**Invoice:** The Contractor shall submit invoices to [accountspayable@columbuslibrary.org](mailto:accountspayable@columbuslibrary.org). The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

**Payment:** In consideration for the Contractor's performance, CML will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

**Payment Due Date:** CML will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted, unless otherwise indicated herein.

**Taxes:** Columbus Metropolitan Library is exempt for all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

**Term of Contract:** This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

**Contract Renewal:** This contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

### **Delivery**

**F.O. B. The Place of Destination:** The Contractor must provide the supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

**Time of Delivery:** If the Contractor is not able to deliver the supplies or services on the date and time specified by CML ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, CML may obtain any remedy provided below or any other remedy at law.

**Minimum Orders-Transportation Charges:** For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing CML the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse CML shall be considered a default.

### **Contract Cancellation: Termination: Remedies**

**Contract Cancellation:** If a Contractor fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of

default to Contractor, CML has not waived any of its rights or remedies concerning the default.

- C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

**Contract Termination:** CML may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

**Remedies for Default:**

- A. Actual Damages. The Contractor is liable to CML for all actual and direct damages caused by the Contractor's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor's default, from the Contractor.
- B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, after CML has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

**Force Majeure:** If CML or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

**CML Consent to Assign or Delegate:** The Contractor may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

**Indemnification:** Contractor will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

**Confidentiality:** Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from CML. Contractor must assume that all CML information, documents, data, records or other material is confidential.

**Publicity:** Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

**Governing Laws; Severability:** The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

**Workers Compensation:** The Contractor shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

**Automobile and General Liability Requirements:** During the term of the Contract and any renewal hereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

**Automobile Liability:** Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Contractor. Any Contractor, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

**Commercial General Liability:** Insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to

include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

**Contract Compliance:** The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction, the department/branch will notify the Procurement Department in order to resolve the issues. These terms and conditions will be used by the Procurement Department to resolve the issues.

**Warranties:** Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

**ADDITIONAL TERMS:**

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. All times referenced herein are Columbus, Ohio local times.
3. *CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: [purchasing@columbuslibrary.org](mailto:purchasing@columbuslibrary.org).