COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Merchant Credit Card Processing Services

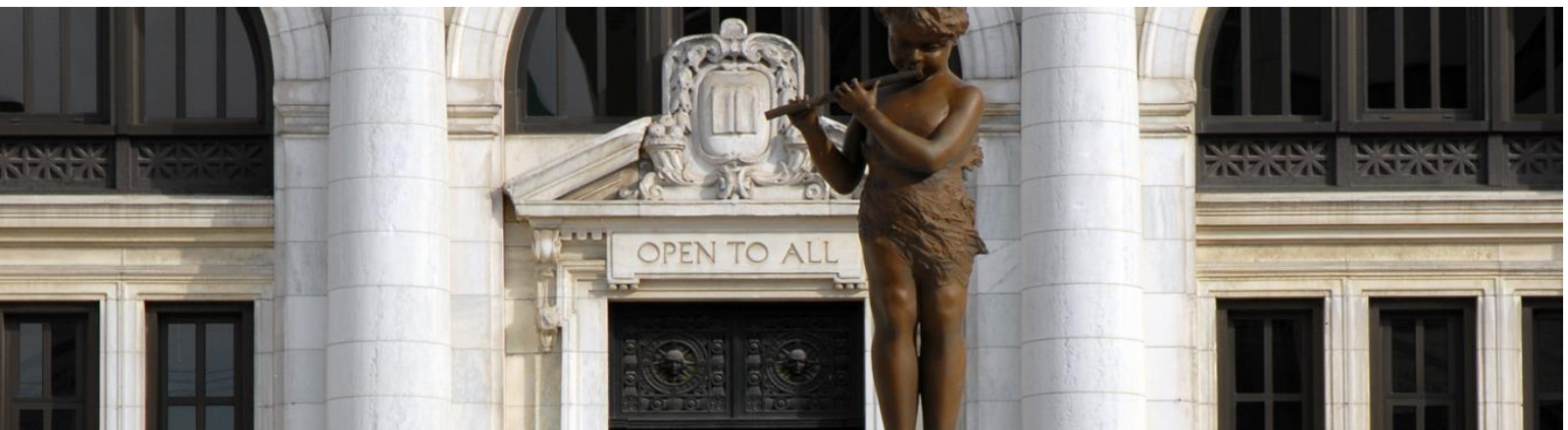**Issue Date: January 27, 2017**

ITB Number CML # 17-001

Issued by:
Procurement Department
96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal:
February 22, 2017
No later than 12:00 NOON EST

OPEN TO ALL

Wanda Dixon, Procurement Analyst
Procurement Department
Telephone: (614) 849-1034; FAX: (614) 849-1134
wdixon@columbuslibrary.org

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library ("CML" or "Library") is issuing this Request for Proposal ("RFP") for *Merchant Credit Card Processing Services* (the "Project"). The Proposal Identification Number is **CML # 17-001**.

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, February 22, 2017.** 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 **Friday, February 10, 2017** to 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

Background

The Columbus Metropolitan Library (CML) 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

CML is seeking a merchant service processing provider that can assist with completing a PCI-DSS Self-Assessment Questionnaire at the highest level (D). Where CML does not meet the minimum standards for PCI-DSS compliance, the successful Offeror ("Contractor") will partner with CML in developing and implementing a work plan ("Work Plan") to mitigate risk and close identified gaps.

Contractor Minimum Qualifications, Requirements and Financial Capability

Offeror must provide information regarding experience, capability, and technical expertise as requested below. The Offeror shall provide evidence of its ability to meet each of the following standards:

Offeror must have a minimum of five (5) years' experience in providing merchant credit card processing services. The Offeror shall describe its experience and the capability it has in providing merchant credit card processing services to organizations and government entities of similar size to CML.

Offeror must describe and demonstrate that it has the technical expertise and technical capability to process CML's transaction volumes, amounts and information accurately and on time without interruption. The description provided should be sufficiently detailed to allow CML to determine whether the Offeror has the specified experience and other qualifications.

Offeror must provide a minimum of three (3) references from current credit card processing clients, of which two (2) of the references are from similarly sized or larger government sector clients. Include the name, title, company, processing volumes and a description of services provided, telephone number and e-mail address for each reference.

Offeror must be able provide electronic monthly reporting as described herein in "Online Information Reporting Services" to CML's Finance office summarizing.

Offeror must provide evidence of its PCI DSS compliance, including evidence for any subcontractors, third party processors and any other involved parties.

CML would like to minimize the potential for incurring any additional cost for credit card equipment. CML has compiled a list of the credit card software and manufacturers that it is using for credit card transactions (refer to Attachment A). Also provided herein is a Sample Monthly CML Statement (Attachment B).

The Offeror shall propose how it will integrate with CML's current software providers.

The Offeror shall affirm it will provide a dedicated customer service representative and explain how this requirement will be met.

Contractor Services

Offerors must provide information, including responses to questions that follow, regarding service capabilities, as requested below.

<u>Merchant Credit Card Processing</u>
1. The Offeror shall describe the authorization methods it can support and which it recommends for each processing channel.

2. The Offeror shall describe the procedures it uses to reverse a transaction.

3. The Offeror shall describe the monitoring and notification process should a transaction fail.

4. The Offeror shall outline the security measures in place for the protection of data transmitted for processing.

5. The Offeror shall describe the security measures it uses to prevent unauthorized user access to the system or data. If applicable, the Offeror shall indicate if there has ever been a compromise to any credit card systems or application through a security breach. If yes, the Offeror shall explain the process it took to notify customers, the steps taken to protect the customer's data and the safeguards put in place to prevent it in the future.

6. The Offeror shall describe its daily workflow deadlines and when funds are credited to a merchant's account.

7. Can gross settlements be credited to the bank account daily? Can discounts and interchange fees be settled the subsequent month with a separate invoice?

<u>Merchant Credit Card Processing Capabilities</u>
8. The Offeror shall verify it can provide next day settlement for Visa, MasterCard, AMEX and Discover Card network transactions. If not, provide what settlement schedules it can offer for each network. Include those factors that the Offeror will consider in order to provide a more favorable schedule.

9. What is the latest time that sales transactions can be transmitted to meet these settlement times?

10. The Offeror must be capable of settlement made by direct account credit or ACH.

11. The Offeror shall describe how settlement amounts will be listed on the bank statement. Will they appear as daily batch deposit?

12. What process does the Offeror use to ensure that transactions qualify for the lowest interchange category? Describe in detail.

13. The Offeror shall describe how its merchant credit card processing system identifies and eliminates duplicate transactions?

14. What are the procedures to correct duplicate transactions? The Offeror must provide details.

15. Are there limitations on the number of files/transactions:
    a. Number of transactions contained in a batch?
    b. Number of files transmitted daily?

16. Are credit card chargebacks or other debit adjustments netted from daily proceeds, or are they debited separately? The Offeror shall describe its Chargeback process in detail.

17. The Offeror shall provide a price schedule for the services described in the RFP and any other unspecified costs required to provide the service on its Cost Proposal (Attachment C). Describe the Offeror's overall pricing structure. Is the Offeror proposing a fixed cost plus surcharge fee or an interchange plus fee?

18. The Offeror shall list and define transaction fees for authorization, settlement, network, communications and any other fees on the Cost Proposal Form (Attachment C). Include any one-time or set up charges, research fees and include all other fees or charges that will or could be charged (e.g., interchange rates, regular and ad hoc reporting costs). CML will not be obligated to pay for any fees not specified in the Proposal.

19. The Offeror shall detail any change in association fees that would be charged through the program from the published interchange rates of credit card companies.

Online Information Reporting Services

20. The Offeror shall describe all reports available and the software used to receive and view reports. The Offeror shall provide an overview of reporting cycles, procedures, and capabilities. The Offeror shall provide a sample of each detail and summary report available or a link to sample reports online.

21. Are reports or other information available via the Internet, PC access, or other online method?

22. The Offeror shall define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available to the merchant and provide sample reports. The following categories need to be defined:
    a) standard reports (transaction reports, funding reports, etc.)
    b) special reporting capabilities
    c) level of detail available
    d) retrieval capabilities
    e) imaging capabilities
    f) reporting frequency

23. Does the Offeror have the capability of providing reports segregated by each Merchant ID? The Offeror shall describe in detail.

24. The Offeror shall describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant "roll up" specific groups for reporting independent of other groups?

25. Do reports encompass/include AMEX and Discover transactions for reconciliation and research purposes?

26. Is the Offeror's online information reporting system owned and operated internally or is the system outsourced through a third party? If through a third party, identify the third party. Are improvements and changes to the service controlled by the bank or a third party?

27. Can the Offeror provide a download of historical information regarding transactions, refunds, and chargebacks maintained in a database for access by the merchant? If so, what access method is available? The Offeror shall describe in detail.

28. How many business days of transaction data is stored on the reporting system and available for CML to access?

29. The Offeror shall describe its capability to store and retrieve transaction information, including signatures for bank card transactions and non-bank card transactions? If so, does the Offeror have a system that will enable CML to retrieve and receive this information online, provide details?

30. The Offeror shall describe the daily and/or monthly reconciliation reports available to CML.

31. The Offeror shall describe its capability to track credit card transactions for each branch, creating an audit trail to be used by system administrators or supervisors.

Card Acceptance/Interface Processing

32. CML currently uses three different credit card software providers each with their own processing gateway as listed in Attachment A. The Offeror shall describe in detail how it can process transactions from various gateways? The Offeror shall provide a list of all payment gateways supported and address all fees for setup, monthly recurring charges and per transactions fees in its Cost Proposal (Attachment C).

33. The Offeror shall describe the process to add a new merchant service account if needed.

34. The Offeror shall describe the process of supporting testing and implementation of adding new credit card processing software and the process of supporting testing and implementation of an upgrade to existing credit card processing software.

Third-Party Processing

35. The Offeror shall explain its company's role. Is the Offeror an acquirer, processor, other?

36. Does the Offeror rely on third parties to process its merchant credit card transactions? If so, explain and provide the years of service the Offeror has been doing business with them and describe your relationship with your third party processor.

37. The Offeror shall describe in detail how its services are integrated to/with third party software, Websites and gateways.

38. The Offeror shall identify its payment gateway provider and the number of years it has had a relationship with them.

Statutory/Regulatory or Card Association Rules

39. The Offeror shall explain if it foresees any statutory, regulatory or card association rule modifications that will change merchant credit card processing industry.

40. What is the Offeror's approach on providing input into policy rules or regulatory changes related to credit and debit cards? What have been the results of its activity?

Payment Card Industry Data Security

41. The Offeror shall describe its PCI-DSS compliance status and program.

42. How does the Offeror maintain its compliance with the PCI standards?

43. Is the Offeror's organization and all of its contractors, subcontractors and third-party processors, in compliance with all applicable PCI DSS standards? Has the Offeror been certified as compliant by a qualified third-party assessor? The Offeror shall provide the name of the assessor.

44. What is the Offeror's role in supporting merchant PCI compliance and how does it help a merchant like the CML maintain its compliance?

Alternative Payment Services

45. The Offeror shall discuss optional and alternative payment services that it believes may help CML expand merchant credit card payment options. A few alternative payment options that are of interest are:

   a) Mobile Payments
   1. Does the Offeror's mobile reporting service work on the iPhone, Android Phones and/or Blackberry Phones? Also, iPad?
   2. What software (names and version numbers) is required to use the Offeror's mobile reporting services?
   3. How many customers does the Offeror have using its mobile merchant card processing product? How many transactions are you processing monthly? How many dollars are processed monthly?

   b) Contactless Payment Cards/Wallet Solutions i.e. MasterCard PayPass
   c) Marketing and promotion campaigns to increase adoption of merchant credit card payments.

Implementation

46. The Offeror shall provide a detailed description of the implementation process, including testing and a suggested implementation schedule. The Implementation Schedule must outline the milestone dates to accomplish and should include detailed tasks, dates and resources assigned and identified for each milestone.

47. The Offeror shall describe support provided during implementation, including training, technical assistance, user manuals and on-site visits.

48. The Offeror shall describe its post-implementation support model.

Projected Timeline

Activity	Target Completion Date
Issuance of RFP	January 27, 2017
Inquiry Period Begins	January 27, 2017
Inquiry Period Ends	February 10, 2017 at 12:00 Noon
Final Response to Vendor Questions	February 14, 2017 by 5:00 p.m.
Proposal Due Date	February 22, 2017 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 # 17-001) and title of *Merchant Credit Card 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 # 17-001 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each COST Proposal package must be clearly marked "CML # 17-001 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, including electronic versions of each, to the following:

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

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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 must be sent to purchasing@columbuslibrary.org and reference the Proposal Identification Number (CML # 17-001) and title of the RFP (*Merchant Credit Card Services*) in the subject line. All questions must be submitted no later than 12:00 Noon on Friday, January 20, 2017

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. Answers will be posted no later than 5:00 p.m. on Tuesday, February 14, 2017.

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. <u>Staffing Plan</u>: 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.

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 an Implementation 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.

<div align="center">TABLE 1 - SCORING BREAKDOWN</div>

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. Relevant Clients served
   b. Lessons learned.
3. Qualifications and experience of proposed implementation team 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

Responsiveness Criteria	Weight	Score	Ext'd
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.

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 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.

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Columbus Metropolitan Library
Procurement Department

Standard Contract Terms and Conditions

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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. 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, express or commercial package delivery, whichever is the CML 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 of 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.

Attachment A

Credit Card Software

CML Retail Software – Comprise Smart Money Manager

CML Main Library Parking Software – Tiba Smart Park

CML Online Payment Software – Envisionware Web Pay

Attachment B

Sample Monthly CML Statement

DISCOVER NONDEBIT	Total Sales	Transactions
DSCVR PSL RTL RW	292.24	30
DSCVR KEY ENTRY RW	15.00	
DSCVR PSL RTL PR	110.29	6
DSCVR COMML ELECT OTHER	56.45	4
DSCVR PSL RTL PP	45.66	5
DISCOVER NONDEBIT TOTAL	**519.64**	**46**
DISCOVER DEBIT		
DSCVR PSL RTL DB	12.00	
DISCOVER DEBIT TOTAL	**12.00**	**1**
MASTERCARD NONDEBIT		
MC-BUS LEVEL 3 DATA RATE I	42.25	3
MC-DOMESTIC MERIT III	373.19	46
MC-KEY ENTERED	23.40	2
MC-WORLDCARD MERIT 111	466 .28	41
MC-BUS LEVEL 2 DATA RATE I	13.10	
MC-CORP DATA RATE I (US) BUS		17
MC-WORLD ELITE MERIT III	217.18	18
MC-ENHANCED MERIT III BASE	258.07	25
MASTERCARD NONDEBIT TOTAL	**1,471.26**	**153**
MASTERCARD DEBIT		
MC-REG INCENTIVE POS (DB)	16.00	
MC-REG INCENT FRF ADJ POS (DB)	4,166.46	498
MC-REGULATED FRD ADJ COMM (DB)	211.09	11
MC-REG CONSM WFRAUD ADJ MC(DB)	811.96	16
MC-DOMESTIC MERIT III (DB)	1,699.99	300
MC-KEY ENTERED (DB)	63.95	3
MASTERCARD DEBIT TOTAL	**6,969.45**	**829**
VISA NONDEBIT		
VI- US HNW CONSUMER RTL	155.10	7
VI-CPS/RETAIL ALL OTHER	221.51	8
VI-CPS/SMALL TICKET	1,563.31	253
VI-CPS/REWARDS 1	1,264.51	49
VI-INTREG CHIP ISS (US)	13.00	
VI-EIRF NON CPS ALL OTHER	357.54	13
VI-BUSINESS CARD TR1 RETAIL	97.47	3
VI-CORPORATE CARD-CARD PRESENT	216.00	
VI-SIGNATURE PREFERRED RETAIL	957.17	87
VI-SIGNATURE PREFERRED CRP STD	202.63	7
VI-BUSINESS CARD TR2 RETAIL	60.15	3
VI-BUSINESS CARD TR3 RETAIL	10.20	

VISA NONDEBIT TOTAL	**5,118.59**	**433**
VISA DEBIT		
VI-US REGULATED (DB)	3,024.92	122
VI-US CPS/SMALL TCKT REG (DB)	2,790.97	648
VI-US REGULATED NON-CPS (DB)	395.62	16
VI-US REGULATED COMM (DB)	194.82	30
VI-BUSINESS CARD CP (DB)	2.10	2
VI-CPS SMALL TICKET (PP)	259.42	94
VI-EIRF NON CPS ALL OTHER (PP)	18.00	
Total	**22,272.14**	**2547**

Attachment C

Cost Proposal Format

The Offeror shall use the following format when submitting its Cost Proposal.

1. Provide a detailed fee schedule for discount fees and all other charges and expenses. Include any applicable gateway fees, set up fees, monthly account fees, transaction fees for processing and reporting all transactions. Specify all other fees and charges, included, but not limited to, implementation and conversion costs, charge-backs, voice and off line authorizations, etc.
2. Specify differences in discount rates and fees for each type of card and each type of transaction, i.e.: debit vs. credit, point-of-sale terminal vs. phone transaction vs. internet transaction.
3. Specify all applicable fees associated with electronic check conversion, including but not limited to set up fees, monthly access fees, per ACH transaction fees, ACH per item return fees.
4. Using the provided sample month sales data, the Offeror shall calculate the cost for the month using its proposed rates.
5. Fees not specifically listed will not be allowed.