

## COLUMBUS METROPOLITAN LIBRARY

# Request for Proposal

## Managed Print Services

**Issue Date: February 21, 2018**

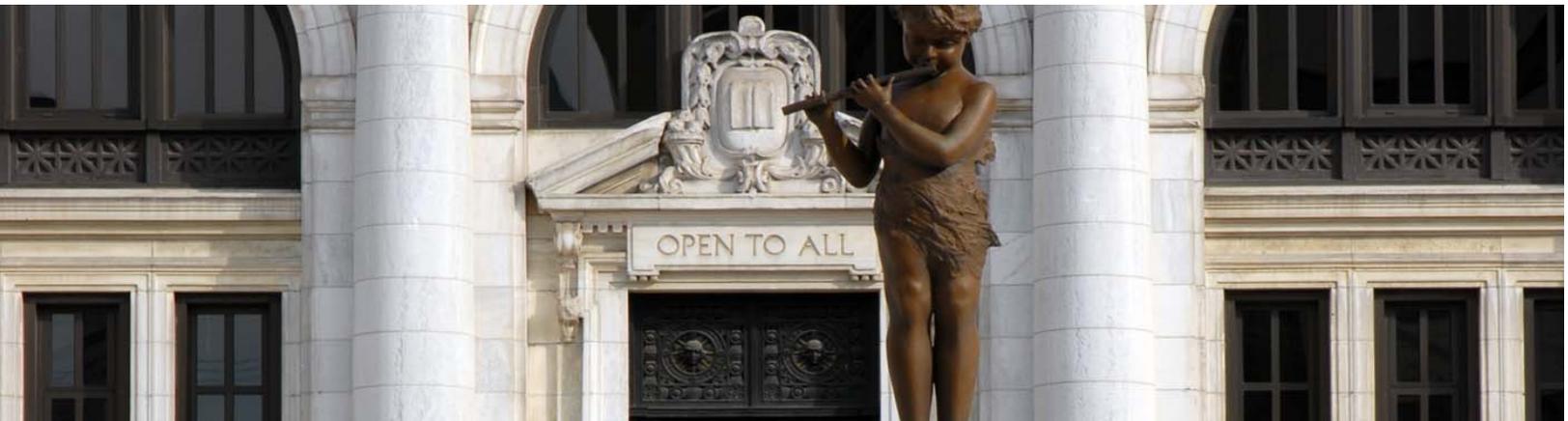
**RFP Number: CML #18-001**

### **Issued by**

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

### **Deadline for Submittal**

Friday, March 16, 2018  
No later than 12:00 NOON EST



Wanda Dixon, Procurement Analyst  
 Procurement Department  
 Telephone: (614) 849-1034; FAX: (614) 849-1134  
[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 *Managed Print Services* (“Project”). The RFP Identification Number is: **CML #18-001**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than 12:00 Noon on Friday, **March 16, 2018**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be considered 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 5:00 p.m. on **Friday, March 9, 2018** to: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

The Offeror (“Offeror”) declares to have read, 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 goods or services at the prices proposed.

The Offeror certifies, by signature affixed to this “Invitation to Bid 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 OVERVIEW**

The Columbus Metropolitan Library (CML) is seeking Proposals from qualified Offerors to provide a new managed print service and all required software and training as detailed in this document.

## **BACKGROUND**

The Library consists of the Main Library (200 users), twenty-two branch locations throughout Franklin County and an Operations Center (120 users). The Library also provides Outreach Services, serving a diverse population with varying needs, ranging from preschoolers to senior citizens.

The Main Library and the twenty-two branch locations offer external customers copying and printing services at the cost of \$.10 for black/white (copier/printer), \$.50 for color (printer). Money is collected through a Jamex coin/bill operated machine to release the copies/prints.

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 three 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 each patron.
3. Life Skills: embracing challenges and providing opportunities for a community to reach its potential.

## **SCOPE OF WORK**

The successful Offeror ("Contractor") will furnish all the labor, services, materials, and all other requirements necessary for the timely and proper completion of the managed print service project (the "Work").

The successful Offeror will, at all times, furnish sufficient skilled workers, materials, and equipment to perform all work. All materials and equipment provided will be new, free from all defects, fit for the purpose for which they are intended, and merchantable.

The successful Offeror will provide ongoing system maintenance and support including, but not limited to, periodic upgrades and enhancements.

The successful Offeror will be responsible for collecting all monies from the cash vending to be distributed monthly to CML.

## **REQUIREMENTS AND SPECIFICATIONS**

Detailed Requirements and Specifications are found in Appendix A.

## **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 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 solicitation.

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix C, *Offeror's Diversity & Inclusion Participation Form* to submit or denote omission of participation.

### **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 as defined in Section 4112.01 of the Ohio Revised Code, or color, 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**

The Offeror must address all of the requirements listed in the Request for Proposal. All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #18-001** and title of ***Managed Print 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 "**Number CML #18-001 *Managed Print Services* - Technical Proposal**" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "**Number CML #18-001 *Managed Print Services* - 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 separate and clearly labeled flash drives. In a separate sealed envelope labeled "**Number CML #18-001 *Managed Print Services***", the Proposal package must include an electronic submission of two (2) MS-Windows formatted USB Flash Drives. Please clearly label each flash drive in accordance with its file contents as "**CML #18-001 Technical Proposal**" or "**CML #18-001 Cost Proposal**".

**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) hardcopies for a total

of five (5) Technical and five (5) Cost Proposals in its package, plus electronic versions of each, to the following:

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

Proposals may also be delivered in person to the First Floor Main Circulation Desk at the Columbus Metropolitan Library located at 96 South Grant Avenue, Columbus, Ohio 43215.

Proposals will be accepted until the time indicated in the RFP. The Library is not responsible for any late mail or late special service deliveries.

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 may 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.

The failure or omission of an Offeror to receive or examine any necessary document, form instrument, addendum, or other document shall in no way relieve any Offeror from obligations with respect to its Proposal. No claim for extra payment will be allowed based on an Offeror's lack of knowledge of existing conditions and problems arising there from.

### **PROPOSAL QUESTIONS**

Any questions or clarifications regarding this RFP must be sent to the following address: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and reference the Proposal Identification Number **CML #18-001** and title of the RFP (*Managed Print Services*).

All questions must be submitted no later than 5:00 p.m. on **March 9, 2018**.

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. two business days after the inquiry period ends.

## **PROPOSAL FORMAT**

Complete Proposal packages are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed sections:

- A. RFP Cover Sheet – this document is contained at the beginning of the RFP and must be signed by an officer of your company or an individual authorized to legally bind the Offeror.
- B. Cover Letter – the cover letter shall be in the form of a standard business letter and on company letterhead. The letter shall list the name, telephone number and email address of a contact person with authority to answer questions regarding the Proposal and an individual to be notified regarding contractual issues, should that person be different from the person with authority to answer questions regarding the Proposal. The cover letter shall also state that the Offeror will undertake the project stated in the RFP at the cost stated in the Offeror’s response and shall be signed by an individual authorized to legally bind the Offeror.
- C. Executive level summary of the proposed solution, including:
  - a. Statement of your understanding of the proposed project and how the solution meets the Library’s needs. Describe your solution relative to the Managed Print Services industry, including information regarding specific industry leadership or industry recognition.
  - b. Description of your approach to the project, including a high-level plan of work strategy.
  - c. Strength and viability of the solution components proposed (i.e. how long have products been on the market, how many customers, number of customers running this solution that are similar to the Library, etc.).
  - d. Include any diagrams or pictures that provide a visual representation of the various proposed solution components that, together, comprise the solution being proposed by the Offeror.
- D. Offeror response to the statements and questions from the Requirements and Specifications detailed in Appendix A.
- E. Statement as to the Offeror’s particular abilities and qualifications related to this project, including the number of years the Offeror has been in business, the geographical area of operations and professional affiliations. Please also indicate the principals in the organization, size, and composition of the organization and copy of the most recent audited financial statements. Also, identify whether or not the Offeror is a certified woman- or minority-owned business.
- F. 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.
- G. If applicable, include a list of proposed Subcontractors for this project. For each Sub 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.

- H. Provide references for a minimum of three (3) projects where you have provided services of similar size and scope. For each project, include:
  - a. Name of organization.
  - b. Name of contact and position in the organization.
  - c. Contact's telephone number and e-mail address.
  - d. Briefly describe the scope of work of the project.
  - e. Briefly describe any significant obstacles encountered and the associated resolution.
  - f. Project start and end dates.
  - g. Name of individuals who worked on the project that have been identified as proposed key personnel for the Library's project.
- I. Describe the Offeror's project management approach and methodology, including assumptions and expected areas/level of Library participation. Describe expected project phases, activities, deliverables, and milestones in the approach.
- J. Describe the Offeror's training plan and methodology.
- K. Describe the Offeror's warranty, maintenance and support approach and methodology.
- L. Summary of exceptions to the RFP including, but not limited to, scope and requirements. **All** exceptions should be listed even if already identified in another portion of the Offeror's response. For each exception identified, indicate why the exception is noted. If none, acknowledge that there are no exceptions.
- M. 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 bidding or entering into any government contract.

**SELECTION PROCESS**

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

The scale below (0-5) will be used to rate each Proposal on the criteria listed in Table 1.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
<b>0 POINTS</b>	<b>1 POINT</b>	<b>2 POINTS</b>	<b>3 POINTS</b>	<b>4 POINTS</b>	<b>5 POINTS</b>

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. 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, but are not limited to:

- A. Ability to adequately meet the requirements outlined in Appendix A and Appendix B.
- B. Stability and viability of the product and Offeror.
- C. Scalability of product and Offeror to meet future needs.
- D. Cost of consumables and services overall and separately.
- E. Environmentally friendly consumables.
- F. Service and Support model.
  - a. Experience of service provider.
  - b. Response time for service calls and consumable replacements.
  - c. Customer service satisfaction.
  - d. Implementation and ongoing support.
  - e. Reporting/statistics on product usage and service calls.

**Evaluation of Technical Proposal**

TABLE 1 - TECHNICAL PROPOSAL EVALUATION

<b><u>Responsiveness Criteria</u></b>	<b><u>Weight</u></b>
1. Quality and comprehensiveness of the Proposal: a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements. b. Qualifications and ability to perform. c. Responsiveness and adherence to RFP instructions. d. Responsiveness to “Product Functional Evaluation Questions.” e. Responsiveness to Appendices A and B	35
2. Quality of the proposed solution.	25
3. Stability and viability of the product and Offeror.	20
4. Offeror’s experience on projects of similar scope.	10
5. Input from reference contracts.	10

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.

CML will calculate costs based upon the Offeror’s estimated hour and applicable labor rates, along with a “not-to-exceed” total amount. Refer to Appendix B. CML reserves the right to disqualify Proposals having costs that appear unrealistic or significantly understated for the services offered.

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 select finalists to be interviewed; however, a Contract may be awarded without such interviews.

CML 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.

All Offeror’s that respond will receive notification if they have been selected or not.

**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.

**PROJECTED TIMELINE**

The projected timeline for this RFP process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses.

If a change is made to the RFP process, it will be communicated to those organizations reflecting an interest in responding to the opportunity and through a notice published on the “Doing Business with the Library” page of the Library’s website [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business). Changes to the project implementation timeline will be made as necessary and in collaboration and input from the successful Offeror.

<b>Activity</b>	<b>Target Completion Date</b>
Issuance of RFP Inquiry Period Begins	<b>February 21, 2018</b>
Inquiry Period Ends	<b>March 9, 2018 @ 5:00 PM</b>
Final Response to Vendor Questions	<b>March 12, 2018 (5:00 PM)</b>
Due Date	<b>March 16, 2018 by 12:00 PM (Noon)</b>
<b>Selection of Successful Offeror</b>	<b>TBA</b>

*CML reserves the right to modify this schedule at CML’s discretion. Notification of changes in the response due date would be posted on the CML Website or as otherwise stated herein. All times are Columbus, Ohio Local Time*

## **General Terms and Conditions**

### **Limitation of Liability**

In the event of a default, the Contractor agrees to reimburse the Library for any actual and direct damages. In the event direct losses or direct damages are uncertain or difficult to ascertain, the Contractor agrees to pay the Library liquidated damages in the amount of \$500 per day. Said payments shall accrue from the first day of a default, until the day that it is agreed to by the Offeror and the Library that the default has been remedied, or until 180 days from the first day of default, whichever is sooner. The Library may, in writing, waive or delay the accrual of liquidated damages.

No remedy herein conferred upon or reserved by the Library is intended to be exclusive of any other remedy. Each remedy shall be in addition to every other remedy under the awarded contract.

No delay or omission to exercise any right or option accruing to the Library upon any default by the Contractor shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by the Library.

The Contractor shall be liable for any personal injury or damage to real property or tangible personal property, caused by fault or negligence of the Contractor.

### **Permits and Licenses**

The Contractor shall secure and maintain in force such licenses and permits as are required by law, in connections with the furnishing of materials, articles, or services herein listed. All operations and materials shall be in accordance with law.

### **Proposed Modifications**

Additions or changes to Offeror's Proposal or any other modification that is not specifically called for in this RFP may result in the Library rejection of the Proposal as not being responsive to the RFP. No oral modification of any proposal submitted will be considered.

### **Warranty**

The following terms and conditions shall apply to the systems delivered pursuant to this RFP for a period of one (1) year after the date of acceptance:

- Contractor warrants that the systems shall meet or exceed all of the specifications contained within this RFP including, but not limited to, the Library functional, technical, and maintenance specifications.

The Contractor shall have trained service technician arrive on-site within four (4) business hours after notification that the equipment/services are in need of maintenance unless cleared or stabilized remotely.

## **Standards of Performance/Acceptance**

System acceptance is dependent on a 30-day successful performance period as defined herein. The system shall be installed by the Contractor. This section also applies to replacement or substitute systems and systems, which are field modified after the agency site, have completed a successful performance period.

The Library shall accept the system after the 30-day successful performance period and all equipment and services provided by the Contractor are in place and working without malfunction.

- The performance period shall begin on the installation date of the service located at the agency site and shall end when the service has met the standard of performance for a period of 30 consecutive days by operating in conformance with the Contractor's technical specifications (as quoted in the Offeror's Proposal response) and in conformance with this RFP.
- In the event the service does not meet the standard of performance during the initial 30 days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for 30 consecutive days.

If the service fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor shall be in default. Such a default shall only be remedied when the Library agrees that a successful performance period has been completed. In addition to all the other rights and remedies conferred to the Library under the Contract, the Library reserves the right to request replacement services or terminate the order.

- Equipment/Service downtime is that period of time when any equipment/service is inoperable.
- During a period of downtime, the Library may use operable components when such action does not interfere with repair of the inoperable equipment.
- Downtime shall start from the time the Library notifies the Contractor's designated representative of the inoperable equipment/service until the equipment/service is returned to the proper operating condition.
- Should it be necessary, the Library may delay the start of the performance period, but such delay shall not exceed 30 consecutive days after the installation date. Unless otherwise mutually agreed to by the Library and the Contractor, the performance period shall start no later than the 31st day after the installation date.

## **Performance Bond**

The Library **WILL NOT** require a bond to be submitted by the Offeror.

## **Right to Waive Defects and Irregularities**

The Library reserves the right to waive any and all irregularities provided that the defects and irregularities do not affect the amount of the Proposal in any material respect or otherwise give the Offeror a competitive advantage.

By submitting its Proposal, the Offeror agrees that: i) the Library's determination of whether a defect or irregularity affects the amount of the proposal in any material respect or otherwise gives the Offeror a competitive advantage will be final and conclusive; and ii) the Offeror will pay the

Library's attorneys' and consultants' fees related to any challenge to the proposal procedure or process, brought directly or indirectly by the Offeror and/or any of its affiliates.

**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 email: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

## Appendix A: Requirements and Specifications

### Managed Print Services RFP Number: CML #18-001

#### Required Services

1. **The LIBRARY requires managed print services for 143 HP and Xerox printers/copiers across multiple branches. The managed print services program must consist of at least the following components:**
  - a. Consumable supplies
  - b. Fix/Repair and maintenance services
  - c. End-user support
  - d. Management of the print devices
  
2. **The LIBRARY requires inventory management of all consumable supplies**
  - a. Contractor is responsible for delivery of supplies to point of need
  - b. Supply Expectations
    - i. Black and white and color toner must be OEM. No substitutions will be accepted
    - ii. Color toner must be OEM. No substitutes will be accepted
    - iii. Unlimited toner
    - iv. Consumable supplies must meet original equipment manufacturers specifications
    - v. Consumable supplies must not exceed 0.5% failure rate
    - vi. Contractor assumes all responsibility for hardware performance due to consumable supplies
    - vii. Covers all multifunction devices and network printers included in RFP
    - viii. Contractor retains ownership of all consumables inventory
    - ix. Down time due to lack of consumables supplies is not acceptable
    - x. Contractor is responsible for delivery of supplies to point of need
    - xi. Contractor will remove and recycle all empty cartridges and waste toner
  
3. **The LIBRARY requires the Contractor to be responsible for all toner, fix/repair, maintenance and/or replacement of all output devices included in Contract resulting from this RFP**
  - a. Covers all network printers as required
  - b. Hardware must meet specifications and minimum uptime requirements
  - c. Preventative Maintenance Schedules planned and completed according to manufacturers' recommended service schedules
  - d. Exclusive utilization of OEM parts and supplies
  - e. Minimum service response expectations:
    - i. Contractor shall respond to a request for maintenance within one (1) hour
    - ii. Maintenance and repair calls must be performed within four (4) hours
    - iii. The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours
    - iv. Contractor assumes all responsibility for hardware performance due to service parts and components
    - v. Contractor will assume responsibility for disposal of and recycling of all service parts
    - vi. A "loaner" machine of equal technology must be placed in the building for any equipment that cannot be repaired and restored to normal operating service within 5 (five) days

4. **The LIBRARY requires end-user help desk support for all users on all printers covered by the Contract resulting from this RFP. Specifically:**
  - a. Provide a single point of contact for THE LIBRARY staff
  - b. Unlimited phone support on all initial service calls during normal business hours, 8:00 AM to 5:00 PM EST, Monday through Friday with the exception of holidays.
  - c. Weekend coverage preferable but not critical to this RFP
  
5. **The LIBRARY requires the Offeror must have the capability and be certified to maintain and support the current fleet of the following HP and Xerox printer models:**

Model
HPCLJ5550
*HPCLJCP3505
HPCP2025
HPCP3525
HPLJ2300
HPLJ4200
HPLJEM602
HPLJM451
*HPLJM551DN
HPLJM651
HPLJP3010
HPLJP3015
X8570
XWC7830
XWC7835

\*Will need to be replaced

## **Service and Support Requirements**

1. **Contractor Service shall include, but not be limited to, the following:**
  - a. Vending
    - i. Money(bills and coins) collection from cash vending machines twice a week
    - ii. Distributed reports of monies collected by location
    - iii. Monies collected will be reconciled and distributed monthly to the Library
    - iv. Provide upgrades when bills or coins are redesigned
  - b. MFP and Printer Equipment
    - i. Perform routine maintenance cleaning/replacing pieces and parts
  - c. Consumable Replacements
    - i. Ability to generate consumable replacement without Library calling to place request
  - d. Optional Services
    - i. Addition of credit card readers & gateway processing on current equipment (quantity has not yet been determined)
    - ii. Assist CML in the exploring and potential implementation of digital faxing
  
2. **Support**
  - a. Provide same day/next day support based on business hours (8:00 a.m. – 5:00 p.m.)
  - b. Weekend coverage preferable but not critical to this RFP

- c. Provide temporary equipment when unable to offer resolution within 48 hours
- d. Contractor to maintain backup units for quick replacement

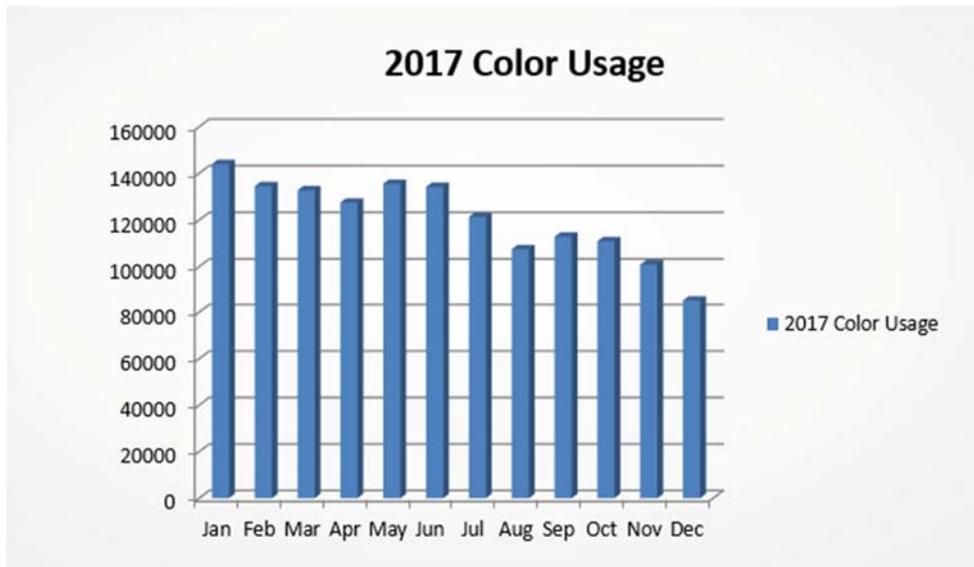
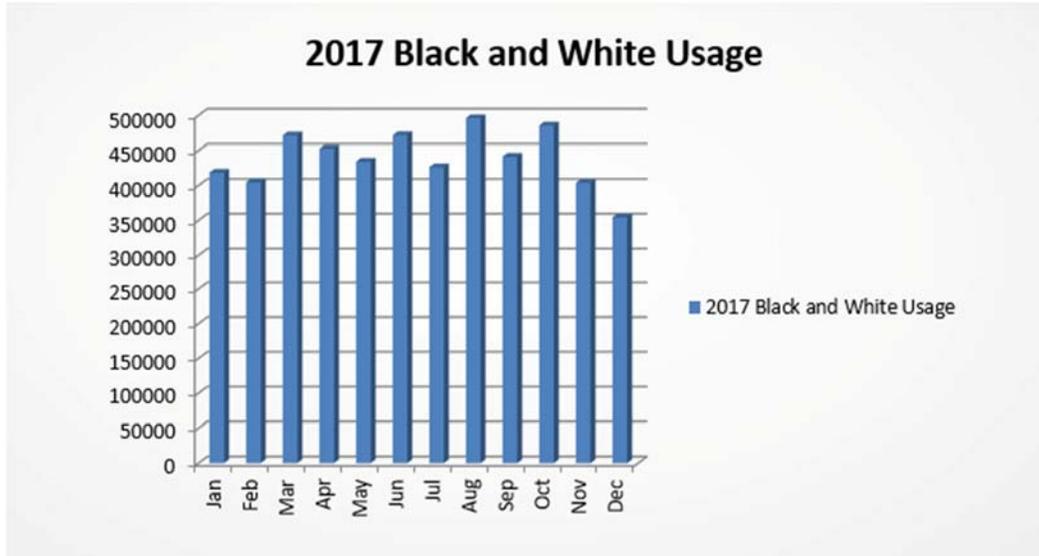
**Location and Specifications**

The Library has **23 public locations**, including **Main Library** with eight divisions plus administration and an **Operations Center** with four departments/divisions. The **Hilliard, MLK, and Dublin** Libraries will move into new larger buildings in 2018-2019 which may require additional equipment and should be accounted for in this Project. This section outlines each location with their addresses.

<b>LOCATION</b>	<b>ADDRESS</b>
<b>Canal Winchester</b>	115 Franklin St, Canal Winchester, OH 43110
<b>Driving Park</b>	1422 E Livingston Ave Columbus, OH 43205
<b>Dublin</b>	6765 Dublin Center Drive, Dublin, OH 43017
<b>Franklinton</b>	1061 W. Town St. Columbus, OH 43222
<b>Gahanna</b>	310 Granville Street Gahanna, OH 43230
<b>Hilliard</b>	4500 Hickory Chase Way Hilliard, OH 43026
<b>Hilltop</b>	511 S. Hague Ave. Columbus, OH 43204
<b>Karl Road</b>	5590 Karl Road Columbus, OH 43229
<b>Linden</b>	2223 Cleveland Avenue Columbus, OH 43211
<b>Livingston</b>	3434 Livingston Avenue Columbus, OH 43227
<b>Marion Franklin</b>	2740 Lockbourne Rd Columbus, OH 43207
<b>Main Library</b>	96 S. Grant Avenue Columbus, OH 43215
<b>Martin Luther King</b>	1600 E. Long Street Columbus, OH 43203
<b>New Albany</b>	200 Market Street New Albany, OH 43054
<b>Northern Lights</b>	4093 Cleveland Avenue Columbus, OH 43224
<b>Northside</b>	1423 N. High Street Columbus, OH 43201
<b>Parsons</b>	845 Parsons Avenue Columbus, OH 43206
<b>Reynoldsburg</b>	1402 Brice Road Reynoldsburg, OH 43068
<b>Shepard</b>	850 N. Nelson Road Columbus, OH 43219
<b>South High</b>	3540 S. High Street Columbus, OH 43207
<b>Southeast</b>	3980 S. Hamilton Road Groveport, OH 43125
<b>Whetstone</b>	3909 N. High Street Columbus, OH 43214
<b>Whitehall</b>	4371 E. Broad Street Columbus, OH 43213
<b>Operations Center (Non-Public)</b>	101 S. Stygler Road Gahanna, OH 43230

## Use Cases

The following statistics includes staff printing from local printers, staff desktop network printing, and public desktop network printing that is not cash vending.



## **Mandatory Questions:**

These are mandatory questions related to the minimum qualifications. An Offeror's failure to respond to mandatory questions shall result in its Proposal package being found non-responsive.

## **Operational Solution**

1. Describe in an executive summary the managed print services solution being proposed to the Library; include a detailed list of services included and what sets your program apart from your major competitors (unique benefits, know-how and experience offered by your company).
2. Describe your capability for utilizing a managed print services approach with existing fleet of Library owned hardware. Identify the manufacturer(s) of managed print services hardware that are supported and those that are excluded.
3. Does your company have a proven project implementation plan for on-boarding a new contractual relationship/project of this size and scope?
4. If yes, please attach your company's project implementation plan which has been successful.
5. Define the greatest implementation risks and your mitigation strategy.
6. Describe and provide examples of your company's ability to provide, at a minimum, the following reporting services (Service Performance, Device Utilization, and Cost Burden Analysis).

## **Support**

1. Describe the process for requesting and tracking service and supplies including by telephone, web portal, etc., the proposed shipping method and lead-time for receiving products. How are users notified of confirmation of a request? Describe policies regarding escalation of support issues
2. Do you provide surveys for customers after a service call?
3. Describe your ability to install, train, and maintain credit card readers on our fleet of printers
4. Provide the following information about the service technician staff employed by your company:
  - a. Number of service technicians employed, number in our regional area
  - b. Dress code for technicians while on a service call
  - c. Average years of experience of current staff of service technicians
  - d. Minimum training, required certifications, background checks, bonding etc. for all service technicians
  - e. Ratio of service technicians to number of devices deployed/supported in our area

## **Maintenance**

1. Describe your ability to provide high-quality OEM Toner for all printers listed on page 20
2. Describe your ability to provide preventative maintenance including a thorough unit cleaning on every scheduled visit.
3. Describe the level of service that is included in the proposed cost-per-impression rate
4. Describe process for monitoring equipment performance, duty cycle, and usage. What is the procedure for resolving a device with frequent problems including a replacement guarantee? At what point and degree would a device be replaced due to continuous maintenance needs? How long will an existing device be out of service when being replaced? Describe spare parts inventory maintained by technicians. Describe any "user replaceable" components that can help maintain uptime and minimize service technician intervention.

## **Performance**

1. Describe your ability to provide 4 hour on-site response to all Library branches

2. Describe the process for ongoing assessment and optimization of managed print services to ensure fleet optimization.

**Additional Requirements**

1. Describe your ability to collect monies to be reconciled and distributed monthly to the Library
2. If available please describe your digital fax solution and if applicable, include costing options
3. Please provide detail on your planned process and recommendations for technology refresh of the CML printer models listed on page 20.
4. Please describe your ability to provide equipment disposal services and trade-up programs. This includes replaced parts, empty toner containers, filled waste toner containers, and printers at end of life.
5. Describe your anticipated level of participation in quarterly business reviews. What information would your company provide at these review meetings? Who would be in attendance?

## Appendix B

### Managed Print Services RFP Number: CML #18-001

#### COST PROPOSAL

The Library requires an itemized cost proposal by equipment, location, initial implementation costs along with reoccurring operational costs. The Offeror will provide its Cost Proposal outlining as described in this section and in Attachment #1.

#### **Service and Support**

The Offeror will provide an itemized Cost Proposal (Attachment #1) of reoccurring operational costs including, but not limited to, new equipment, consumables with a cost per page for copying and printing, etc. The Library seeks a Contractor that will collect monies from cash vending that will be distributed monthly to the Library.

#### **Service Level Agreement (SLA)**

The Offeror will provide a detailed Service Level Agreement that will be reviewed and agreed upon by the Library before a contract will be rendered. In the SLA it will clearly detail:

<b>SERVICE LEVEL AGREEMENT</b>	•Responsibilities and duties of service providing Offeror
	•Responsibilities and duties of the Library
	•Description of acceptable performance levels
	•Metrics to be used for evaluating performance
	•Process for monitoring, tracking and evaluating performance should include a Risk Assessment to help identify events that could adversely affect uninterrupted operations and preventive measures or controls that can mitigate the likelihood of the event occurring.
	•Process for resolving poor performance
	•Remedies for failure to provide acceptable performance
	1.) Satisfaction of agreed-upon recovery time objectives (RTOs) in the event of a disruption, <i>e.g., certain systems are restored within eight hours of the disruption</i> 2.) Satisfaction of agreed-upon recovery point objectives (RPOs) in the event of a disruption

**Appendix C**

**Managed Print Services  
RFP Number: CML #18-001**

**Offeror's Diversity & Inclusion Participation Form**

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Form of Proposal or Bid Form.

\_\_\_\_\_ ("Offeror") submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Offeror will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$
	<b>A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS</b>	\$
	<b>TOTAL BID</b>	\$
	<b>B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)</b>	%

The Offeror's commitment of total workforce hours for Minority Workforce participation on the project is: \_\_\_\_\_%.

The Offeror's commitment of total workforce hours for Women Workforce participation on the project is: \_\_\_\_\_%.

I certify under penalty of perjury that the forgoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

**\*If the Offeror does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Offerors, the Offeror must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Offerors, were actively and aggressively undertaken by the Offeror, to reach such goals.**