

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Managed Print Services

Issue Date: September 9, 2021

RFP Number: CML 21-013

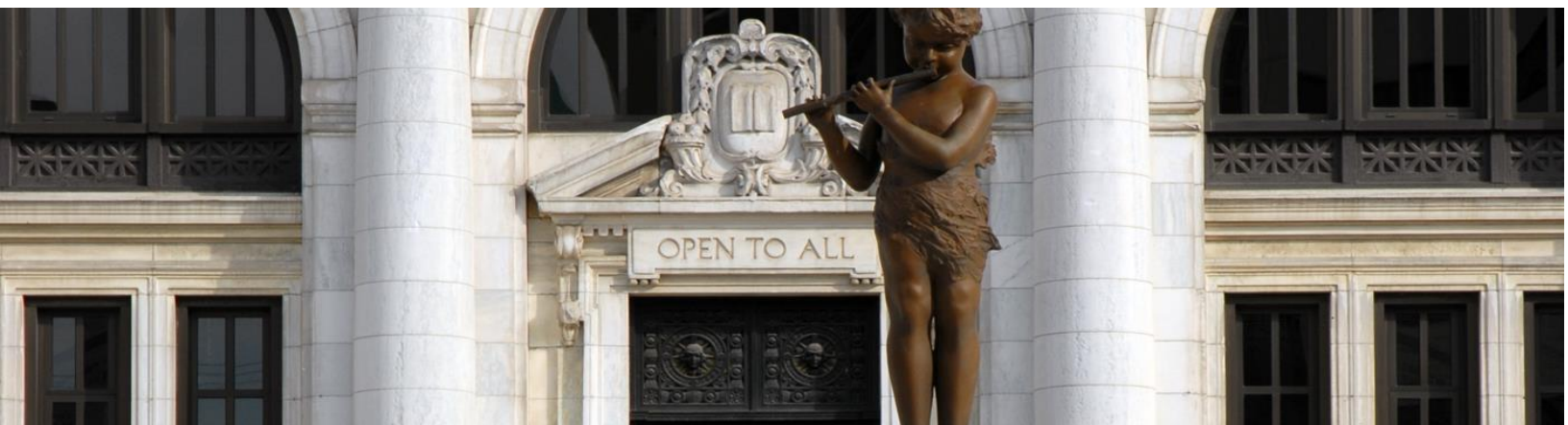
Issued by

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

Deadline for Submittal

No later than 12:00 Noon EST on 09/30/2021

Procurement@columbuslibrary.org



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) to provide Managed Print Services for the Columbus Metropolitan Library (“Project”). The RFP Identification Number is: **CML #21-013**.

Proposals must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 PM on 09/30/2021**.

Any Proposal (“Proposal”) arriving after 12:00 PM 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 5:00 p.m., seven (7) days prior to the proposals due date to procurement@columbuslibrary.org. All questions will be answered in the form of an addendum and posted on the CML website

The proposer declares to have read, understood and agrees, 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 and/or services at the prices proposed.

The Proposer certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by it 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	
Proposer 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

OVERVIEW

The Columbus Metropolitan Library (the “Library”) is seeking Proposals from qualified Proposers to provide a new managed print service and all required equipment, software and training as detailed in this document.

BACKGROUND

The Library is a county district library established in accordance with §3375.20 of the Ohio Revised Code. The Library, which is a separate legal entity, is financially, managerially, and operationally independent from both Franklin County and the City of Columbus. The Library is a political subdivision and receives the majority of its funding from the State of Ohio and locally voted property taxes.

The Library consists of the Main Library, twenty-two branch locations throughout Franklin County and an Operations Center. Administrative offices are located within Main Library and the Operations Center. The Library owns a fleet of Xerox multifunction devices and HP printers used across the system by both staff and customers. All devices are approximately 5-7 years of age.

In addition to printing devices for all administrative staff, the Library offers external customers copying and printing services at the cost of ten cents (\$0.10) for black/white and fifty cents (\$0.50) for color, per page. For copies and prints, money is collected through a Jamex coin/bill operated machine. *For prints only*, customers can also pay using a credit card terminal.

Faxing and scanning services are also offered at no cost. The same machines are used for all functions.

All equipment is currently serviced by the Library’s existing managed print services provider. Further details on usage throughout the Library are found in Appendix A.

SCOPE OF WORK

- I. Definitions
 - A. “Agreement” means this RFP, associated addenda, contractor proposals, and the final contract document.
 - B. “CML Authorized Representative” means the CML Chief Financial Officer, or designee.
 - C. “Contractor” means the organization or entity providing services pursuant to this Agreement.
 - D. “Days” means Business Days, unless otherwise specified.
 - E. “RFP” means Request for Proposal.

- II. Scope of Work
 - A. Contractor Responsibilities
 1. The goal of the managed print services project (the “Work”) is to provide a robust, consistent and optimal document service experience for both Library customers and staff. To that end, the Proposer is required to provide detailed proposals for each of the below tiered scenarios. The Library will select the scenario that is most advantageous to this goal and its mission.

2. The successful Proposer will meet all requirements necessary and furnish all labor, services and materials for the timely and proper completion of the Work and provide ongoing system maintenance and support including, but not limited to, periodic upgrades and enhancements.
3. **Scenario I:** Provide managed print services, including coin box money collection, using the Library's existing fleet of Xerox and HP printers and Jamex coin boxes. Detailed Requirements, Specifications and Use Cases are found in Appendix A.
4. **Scenario II:** Provide managed print services, including coin box money collection, and provide proposal to **lease** new multifunction printer equipment to replace the Library's existing fleet. All equipment is to be compatible with the Library's Jamex coin boxes if possible. Proposer is to provide proposal pricing for leasing equipment for a minimum of three (3) years with two (2) single year extensions not to exceed a total of five (5) years. Detailed Requirements, Specifications and Use Cases are found in Appendix A. This scenario will require contractor driven implementation, which shall include but shall not be limited to:
 - a. Removal of existing equipment;
 - b. Buyback offer for any equipment that can be reused by Proposer
 - c. Destruction of existing equipment hard drives along with certificate of destruction
 - d. Delivery of new equipment to individual sites
 - e. Set-up of new equipment with all requirements and specifications detailed in Appendix A
 - f. Location-based training of new equipment for Library staff
5. **Scenario III:** Provide managed print services, including coin box money collection, and provide proposal to purchase new multifunction printer equipment to replace the Library's existing fleet. All equipment is to be compatible with the Library's existing fleet. All equipment is to be compatible with the Library's Jamex coin boxes, if possible. Detailed Requirements, Specifications and Use Cases are found in Appendix A. This scenario will require contractor driven implementation, which shall include but shall not be limited to:
 - a. Removal of existing equipment;
 - b. Buyback offer for any equipment that can be reused by Proposer
 - c. Destruction of existing equipment hard drives along with certificate of destruction
 - d. Delivery of new equipment to individual sites
 - e. Set-up of new equipment with all requirements and specifications detailed in Appendix A
 - f. Location-based training of new equipment for Library staff

III. General Terms and Conditions

- A. When appropriate, CML will make resources such as meeting rooms, photocopiers, etc., available upon request by the Contractor for meetings, presentations, and data collection initiatives to support the services outlined in this Agreement.
- B. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to interview and/or conduct due diligence investigations of prospective subcontractors and

approve or reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.

- C. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide deliverables and services have caused or are likely to cause impairment to CML's operations or an inconvenience to CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by CML in this regard shall be final and shall not be arbitrary or capricious.

IV. Contractor Qualifications

- A. At the time of the proposal submission, the Contractor shall have a minimum of five (5) years' experience in providing managed printing services to customers of similar size and complexity and shall be **currently** providing these services.
- B. Experience as an employee, subcontractor, agent, or principal of another organization that is not submitting a response to this solicitation shall not be accepted to meet this requirement.
- C. The Contractor shall provide three (3) references for work similar to that which has been described in these specifications within three (3) years of the proposal submission date. These references shall include the project manager's name, company name, phone number, email address, and a brief description of the work performed.

V. Liquidated Damages

- A. If the Contractor fails to comply with the Service Level Agreements within the timeframes established by the Agreement between CML and the Contractor, the Contractor shall be subject to fixed and liquidated damages of two hundred and fifty dollars (\$250.00) per day or portion thereof until the system is completed.
- B. Liquidated damages shall be subject to the cure provisions found in Section III (C) of this Agreement.
- C. All charges for liquidated damages shall be deducted from funds due to the Contractor. In the event no funds are due to the Contractor, CML will issue an invoice for Liquidated damages incurred by the Contractor.
- D. Decisions regarding the assessment of liquidated damages shall remain solely with CML and shall not be arbitrary or capriciously applied. CML reserves the right to waive any liquidated damages incurred by the Contractor.

VI. Compensation

- A. The Contractor shall complete the Price Proposal form in its entirety.

- B. All prices shall remain fixed and are not subject to any modifications or cost living adjustments.
- C. The Columbus Metropolitan Library is a tax-exempt entity.

VII. Term of Agreement

- A. This Agreement shall commence upon a date mutually agreed by Contractor and the CML and shall be in effect for a minimum of three (3) years.
- B. Renewals shall be active and completed in writing between CML and Contractor.

GENERAL INSTRUCTIONS

The contractor (“Contractor”) shall furnish all labor, materials, equipment services and supervision required to complete the work (“Work”), complying with the scope of work outlined herein.

The Proposer shall be given the opportunity by CML to examine the work site(s) prior to submitting a Proposal.

The Contractor is responsible for all requirements as provided in the RFP documents.

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 Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix C, *Proposer’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 Proposer 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 Proposer 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 Proposer 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 Proposer 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

1. Contractors are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Contractor.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Contractor’s capabilities to satisfy the requirements of this RFP and provide sufficient

information to fully establish the Contractor's ability to perform all of the actions, activities and functions described in this RFP.

3. 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.
4. Costs for developing the Proposal are entirely the responsibility of the Contractor and shall not be chargeable to the Library.
5. The Proposer must address all of the requirements listed in the Request for Proposal. All Proposals must be emailed to procurement@columbuslibrary.org , with the Proposal Identification Number **CML #21-013**, title, and Contractor name in the subject line of the email and the file names.

PROPOSAL SUBMITTAL

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate electronic files.

Each Technical Proposal package must be clearly marked "**CML #21- 013 Technical Proposal**" along with the Contractors Name in the filename of the Technical Proposal File.

Each Cost Proposal package must be clearly marked "**CML #21- 013 Cost Proposal**" along with the Contractors Name in the filename of the Technical Proposal File.

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

Columbus Metropolitan Library
Attn: Wanda Dixon, Procurement Analyst
96 South Grant Avenue
Columbus, OH 43215
procurement@columbuslibrary.org

Proposal Format and Content

To facilitate comparison of Proposals, Technical Proposals shall be organized into the following marked or tabbed sections:

1. Proposals must include a table of contents listing all sections:
 - a. A cover letter, on the Proposer's letterhead, shall be submitted and shall include, but need not be limited to, the following information:
 - i. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal.
 - ii. A statement that the Proposal will be valid for 90 days.
 - iii. Identification of all the material enclosures submitted in response to this RFP.
 - iv. A summary of the submitted Proposal and a brief statement of the Proposer's qualifications to meet all requirements as described in this RFP.
 - b. Executive level summary of the proposed solution, which shall include but shall not be limited to:

- i. The Contractor's Work Plan. The Work Plan must address exactly how the Contractor will provide all required services specified in this RFP.
 - ii. A sample project plan including all phases of the project, including development, configuration, deployment, and support. All durations shall be notional with a start date of.
- c. Statement as to the Contactor's particular abilities and qualifications to include, but not limited to:
- i. Brief history of the company.
 - ii. Product and services offerings.
 - iii. Describe the core competencies.
 - iv. The number of years the Contractor has been in business.
 - v. Primary corporate location's address.
 - vi. The geographical area of operations and professional affiliations.
 - vii. Overview of the ownership structure of the company.
 - viii. All alliances and/or strategic partnerships with other companies.
 - ix. Size and composition of the organization.
 - x. Number of current customers.
- d. A description of the Contractors staffing plan for this project, which shall include but shall not be limited to:
- i. The name of each team member that will be assigned to this project and the role the assigned role for each location.
 - ii. A resume of experience, certifications, skills and abilities of each team member.
 - iii. A list of current clients that are represented by each of the members of the project team.
- e. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
- i. Lawsuits, judgments, liens, bankruptcies or claims made against the Contractor within five (5) years of the proposal due date.
 - ii. Debarment from entering into Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the proposal due date.
- f. 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. CML reserves the right to reject any Subcontractor not identified within the Contractor's response.
- g. References - The Contractor shall provide at least three (3) references for engagements within three (3) years of the proposal submission date.
- h. 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.
- i. The Contractor must include a completed W-9 Form.
- j. The Contractor must 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 indicated on the COI.
- k. A completed Acknowledgement of Addenda form.

- I. A list of all assumptions and exceptions to the specifications outlined in the RFP.
2. Completed Acknowledgement of Addenda Form – See Appendix D

COST PROPOSAL

The Cost Proposal package shall contain the following items:

1. Completed Price Proposal Form – Appendix A
2. Completed Proposer's Diversity & Inclusion Participation Form –Appendix C

The Proposal shall contain all price information in the format specified on the Cost Proposal Form.

Proposers may not amend, alter or omit any items on the Price Proposal Form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Proposal being determined to be non-responsive and rejected by CML. Prices offered shall be all inclusive and shall remain fixed for the duration of the agreement. CML is a tax-exempt entity.

ADDITIONAL INFORMATION

1. Addenda to this RFP will be posted on the Columbus Metropolitan Library Website: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the RFP opening. Proposers are responsible for any information provided in any and all issued addenda. Proposers are required to acknowledge the receipt of all RFP addenda by using the supplied "Acknowledgement of Addenda" form.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Proposal in response to this RFP is the Proposer's acknowledgement that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Proposer determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

RFP & PROPOSAL QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. seven (7) days prior to the proposal due date. CML will post written responses to all properly received questions no later than five (5) days prior to the proposal due date** Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Web site at www.columbuslibrary.org/about/doing-business.

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.

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	9/9/2021
Inquiry Period Ends	Seven (7) days prior to the proposal due date
Final Response to Vendor Questions	Five (5) days prior to the proposal due date
Due Date	9/30/2021 by 12:00 Noon
Selection of Successful Proposer	TBA

*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 Eastern Time***

SELECTION PROCESS

A. Selection Process

1. CML will form an evaluation committee comprised of CML staff to review and evaluate Contractor proposals. The following criteria weights will be assigned:
 - a. Quality of the Contractor's Technical Solution – 800 Points
 - b. Cost Score – 200 Points
 - c. Total allowable Points - 1,000 points
2. CML may invite any or all Proposers to present an oral presentation on the specifics of their technical and/or price submission. Proposers will be provided with sufficient notice to prepare. All oral presentations will be conducted virtually.
3. Members of the evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations.
4. The final score will be collected and recorded by CML's procurement staff.

B. Evaluation Criteria

1. Technical Proposal

- a. Members of the evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will utilize the evaluation form in Appendix D and apply the scoring formula outlined below:

Zero (0)	Unsatisfactory	Does not conform to requirements.
One (1)	Poor	Conforms to requirements in a limited manner.
Two (2)	Satisfactory	Generally meets requirements with limitations.
Three (3)	Good	Meets CML requirements as written.
Four (4)	Excellent	Meets and generally exceeds requirements as written.
Five (5)	Outstanding	Exceeds requirements in all aspects.

- b. Members of the evaluation committee will review the completeness and comprehensiveness of all Contractor proposals. Scores will be averaged for each responsiveness criteria to determine a Contractor's score. That score will be multiplied by the criteria weight to establish the extended score for that responsiveness criteria. All extended scores will be added together to establish the Contractor's weighted technical score.
- c. Emphasis will be placed on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Contractor, Contractor qualifications, quality of the proposed solution, organizational history and capacity, experience, and references. The evaluation form that will be used can be found in Appendix C.
- d. CML will calculate the weighted technical score in the following manner:
Formula:
 $(\text{Contractor's Total Score} / \text{Total Maximum Points}) \times 800 \text{ Points} = \text{weighted technical score}$

Example:

$(\text{Contractor's Total Score (60)} / \text{Total Maximum Points (100)}) \times 800 \text{ Points} = 480 \text{ Points (of a possible 800)}$

2. Cost Score
 - a. The Contractors Total Price shall be calculated based on the quantity of materials multiplied by the net price. The lowest responsive proposal will be awarded the maximum amount of points for this category, based upon the formula below.

Formula:

(Lowest Responsive Price Proposal/ Contractor Proposal Submission) x 200 Points = Cost Score

Example:

(Lowest Responsive Price Proposal (\$100,000) / Contractor Proposal Submission (\$110,000)) x 200 Points = 182 Points (of a possible 200).

3. The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,000 points

Contract Award

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.

CML will enter into negotiations with the Proposer with the highest composite score following the final technical scoring by the evaluation committee. The selected Proposer will be invited to negotiate a contract with CML. The contents of the selected proposal, together with the RFP and any formal questions and answers generated during the proposal process, will be incorporated with and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within ten (10) days, CML reserves the right to terminate negotiations and select the Proposer whose proposal is determined to be the next most advantageous to CML.

All Proposer's that respond will receive notification if they have been selected or not.

Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Invitation to Bid (ITB), including the Instructions and Interpretations to Bidder, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the ITB; the completed sealed written Bid, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Invitation to Bid (ITB) have similar meaning and are used interchangeably, where appropriate.

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 Bid submitted to CML in response to an ITB (referred to as the "Supplier" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

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 products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

Subcontracting: The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor will not need CML's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

CML's approval of the use of subcontractors does not mean that CML will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold CML harmless for and will indemnify CML against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to Accounts Payable, Finance Department via the following e-mail address: 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 Supplier noting the areas of discrepancy.

Payment: In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT)*. For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Payment Due Date: CML will pay invoices thirty (30) days after it has received an invoice for products, supplies and services it has received and accepted.

Taxes: Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501(c)(3) nonprofit status.

Term of Contract: This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless 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 (1) month. Any further renewals will be by mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

Delivery

F.O. B. The Place of Destination: Where applicable, the Supplier must provide the products, 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 and included, unless otherwise stated.

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

Contract Cancellation: If a Supplier 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 Supplier'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 Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, 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 Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.

D. Cancellation for Financial Instability: To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

Contract Termination: CML may terminate this Contract for convenience after issuing thirty (30) days written notice to the Supplier.

Remedies for Default:

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

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

Publicity: Supplier and any of its subcontractors may not use or refer to this Contract to promote or solicit Supplier's or subcontractor's supplies or services. Supplier 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 Supplier 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 Supplier, and any agent of the Supplier, 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 Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing 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 Manager of Purchasing. Failure of the Supplier 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 Supplier. Any Supplier, 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: The Supplier shall maintain 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 Supplier 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 Supplier's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division 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 Supplier's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction, such infraction shall be documented and conveyed to the Supplier for immediate correction. If the Supplier fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division 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 Supplier 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
7. <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.

Appendix A: Requirements and Specifications

Managed Print Services RFP Number: CML #21-013

Required Service Specifications for Scenarios I, II and III (Outlined in “Scope of Work”)

- 1. The managed print services program must consist of at least the following components:**
 - a. The Library requires inventory management of all consumable supplies including automatic ordering/replenishment of all necessary supplies when needed in order to guarantee no gap in service.
 - b. Centralized fleet management software compatible with the Library’s network
 - c. Proposer is responsible for delivery of supplies to point of need
 - d. Proposer shall maintain an active inventory of all managed print assets at all times and properly tag all assets with unique identifiers
 - e. Supply Expectations
 - i. Black and white and toner must be OEM. No substitutions will be accepted
 - ii. Color toner must be OEM. No substitutes will be accepted
 - iii. Unlimited toner
 - iv. Unlimited MFP staples
 - v. Consumable supplies must meet original equipment manufacturers specifications
 - vi. Consumable supplies must not exceed 0.5% failure rate
 - vii. Vendor assumes all responsibility for hardware performance due to consumable supplies
 - viii. Covers all multifunction devices and network printers included in RFP
 - ix. Vendor retains ownership of all consumables inventory
 - x. Down time due to lack of consumables supplies is not acceptable
 - xi. Vendor will remove and recycle all empty cartridges and waste toner
 - f. Proposer is responsible for removing and storing all unused managed print equipment offsite at Proposer’s facilities as necessary (i.e. during extended construction projects, interior layout designs, etc.)

- 2. Repair and maintenance services:**
 - a. The Library requires the Proposer to be responsible for all toner, fix/repair, maintenance and/or replacement of all equipment covered by a contract resulting from this RFP.
 - b. Hardware must meet specifications and minimum uptime requirements
 - c. Preventative Maintenance Schedules planned and completed according to manufacturers’ recommended service schedules, including routine cleaning and replacement of pieces/parts, and installation of the newest firmware.
 - d. Exclusive utilization of OEM parts and supplies
 - e. Minimum service response expectations:
 - i. Vendor 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. Vendor assumes all responsibility for hardware performance due to service parts and components
- v. Vendor 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 forty-eight (48) hours

3. The Library requires end-user help desk support for all users on all equipment covered by a 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 Library operating hours, 9:00 AM to 7:00 PM EST, Monday through Thursday and Fridays 9:00 AM to 6:00 PM EST, except for holidays.
- c. Weekend coverage preferable during Library operating hours on Saturdays (9:00 AM to 6:00 PM) and Sundays (1:00 PM to 5:00 PM)

4. Vending

- a. All equipment must be compatible with the Library’s existing Jamex coin boxes, if possible. If not possible, Proposer will propose vending units that are compatible.
- b. Money (bills and coins) collection from cash vending machines twice a week
- c. Weekend collection preferable during Library operating hours on Saturdays (9:00 AM to 6:00 PM) and Sundays (1:00 PM to 5:00 PM)
- d. Distributed reports of monies collected by location
- e. Monies collected will be reconciled and distributed monthly to the Library
- f. Provide upgrades when bills or coins are redesigned
- g. Provide maintenance/replacement support on all Jamex vending units as required
- h. Addition of credit card readers and gateway processing to multifunction equipment where possible

Required Service Specifications for Scenario I Only (Outlined in “Scope of Work”)

- 1. The Library requires that the Proposer have the capability and be certified to maintain and support the current fleet of the following HP and Xerox printer models in addition to Jamex bill and coin vending units. The following model quantities are accurate as of January 21, 2021 and may be slightly higher or lower upon final acceptance of offer.**

Product	Quantity
HP Color LaserJet CP2025n	2
HP Color LaserJet M452dw	1
HP Color LaserJet M651	23
HP Color LaserJet M652	11

Product	Quantity
HP Color LaserJet Pro M453-4	3
HP DesignJet T2530 PostScript	1
HP DesignJet Z5400 PostScript	1
HP LaserJet 2100 Series	1
HP LaserJet 2300 series	1
HP LaserJet 400 color M451dn	4
HP LaserJet 4250	1
HP LaserJet 500 color M551	13
HP LaserJet 600 M602	1
HP LaserJet M506	1
HP LaserJet P3010 Series	3
XEROX Versa Link C400 DN Printer	1
XEROX WorkCentre 7830	1
XEROX WorkCentre 7835	72
Total	141

Required Equipment Specifications for Scenarios II and III Only (Outlined in “Scope of Work”)

1. **The Library requires managed print service equipment consisting of only one manufacturer with the following hardware components and features, minimizing the amount of differing models. All interfaces are to be customizable, easy to navigate and understand with clearly marked icons and buttons.**
 - a. Print and Copy
 - i. Wireless print functionality
 1. Wi-Fi connectivity (802.11 b, g, n 2.4ghz and 5gh dual band with WPA2-Enterprise encryption)
 2. Apple AirPrint
 - ii. USB printing (File types should include PDF, Word, Excel, Powerpoint, XPS, JPEG, TIFF, etc.)
 - iii. 35 to 55 ppm color and black-and-white
 - iv. Print: 1200x2400 dpi; Copy: 600x600 dpi;
 - v. Duplex (double-sided printing)
 - vi. Job assembly
 - b. Scan
 - i. Scan direct to e-mail as PDF (with the Library’s Adobe License)
 - ii. Scan to folder
 - iii. Scan to USB
 - iv. Job assembly
 - c. Fax
 - i. Internet faxing
 - ii. Printed and/or digital confirmation
 - iii. Job assembly
 - d. General features
 - i. Document feeder (Automatic reversing)
 - ii. Reduction/Enlargement (50% to 200%)
 - iii. Paper input/output
 1. Double-sided

2. Paper weight minimum 17# bond / maximum 65# cover
3. Envelope bypass
4. Bypass feeder
5. Paper size: 5.5" x 8.5" to 11" x 17"
6. 4 paper tray capacity
 - (a) Letterhead
 - (b) 8.5" x 11"
 - (c) 8.5" x 14"
 - (d) 11" x 17"
7. Finishing options
 - (a) Stapling
 - (b) Collating
 - (c) Three-hole punch
 - (d) Booklet creation
- iv. Exposure Glass: up to 11" x 17"
- v. Library network and systems compatibility (in coordination with the Library's Information Technology department)
 1. Separation of public/staff network equipment
 2. Connections to Active Directory, Envisionware services
 3. Reviewing and disabling of unnecessary print services (i.e. Telnet, FTP, AppleTalk, etc.)
 4. Documentation of all network security configurations, reviewed by the Library and updated annually.
- vi. Built-in security (in coordination with the Library's Information Technology department)
 1. Separation of public/staff network equipment
 2. Ability to print only within a location inside CML firewall
- vii. Credit card/cash vending options
- viii. Windows/Mac OS Compatible

Locations

The Library has **23 public locations**, including **Main Library** where several administrative departments are located. Additionally, a non-public **Operations Center** with some additional administrative staff is located in Gahanna. This section outlines each location with their addresses.

LOCATION	ADDRESS
Canal Winchester	115 Franklin St, Canal Winchester, OH 43110
Driving Park	1422 E Livingston Ave Columbus, OH 43205
Dublin	75 N. High Street, Dublin, OH 43017
Franklinton	1061 W. Town St. Columbus, OH 43222
Gahanna*	310 Granville Street Gahanna, OH 43230
Hilliard	4500 Hickory Chase Way Hilliard, OH 43026
Hilltop	511 S. Hague Ave. Columbus, OH 43204
Karl Road	5590 Karl Road Columbus, OH 43229
Linden	2223 Cleveland Avenue Columbus, OH 43211
Barnett	3434 Livingston Avenue Columbus, OH 43227
Marion Franklin	2740 Lockbourne Rd Columbus, OH 43207
Main Library	96 S. Grant Avenue Columbus, OH 43215
Martin Luther King	1467 E. Long Street Columbus, OH 43203
New Albany	200 Market Street New Albany, OH 43054
Northern Lights	4093 Cleveland Avenue Columbus, OH 43224
Northside	1423 N. High Street Columbus, OH 43201
Parsons	1113 Parsons Avenue Columbus, OH 43206
Reynoldsburg*	1402 Brice Road Reynoldsburg, OH 43068
Shepard	850 N. Nelson Road Columbus, OH 43219
South High	3540 S. High Street Columbus, OH 43207
Southeast	3980 S. Hamilton Road Groveport, OH 43125
Whetstone	3909 N. High Street Columbus, OH 43214
Whitehall	4445 E. Broad Street Columbus, OH 43213
Operations Center (Non-Public)	400 W. Johnstown Rd., Gahanna, OH 43230

*The Gahanna and Reynoldsburg branches are scheduled to be remodeled in 2021 and 2022. During construction, both branches will operate out of temporary spaces.

Use Cases and Statistics

Each branch of the Library provides document services in multiple ways.

Customers and staff are able to print/copy/scan/fax using a networked multifunction device. Customers pay for jobs using a Jamex coin box that accepts coins and bills. For the purposes of this RFP, the addition of a credit card payment option is preferable.

Customers are able to print using a networked desktop printer at a “print release station” via a PC equipped with Envisionware print management solution. Envisionware allows print jobs to be released at a PC using a customer’s library card number and proper payment at the Jamex. Customers pay for jobs using either a Jamex coin box that accepts coins and bills or using a credit card machine. There is no minimum charge for credit card usage aside from standard temporary authorization holds.

Staff are able to print using a networked desktop printer where available (administrative departments only).

The below device counts are as of January 21, 2021 and are provided solely to provide the Proposer with the Library’s current document service inventory. The Proposer shall provide the best solution most advantageous to the Library, which may or may not match existing inventory counts.

In general, each branch of the Library has one to two (1 - 2) multifunction device(s) for public use, one (1) multifunction device for staff use and two (2) desktop printers for public use.

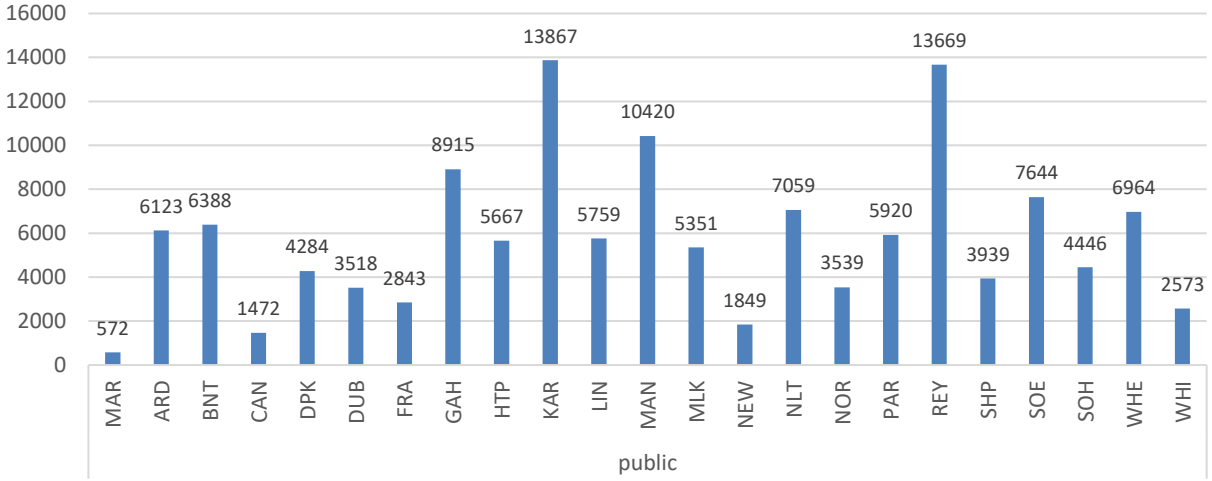
Additionally, each administrative department has **at least** one (1) multifunction device for staff use.

Existing Equipment Count	Total Print Devices	Total Coin Boxes
Public		
HP Desktop	47	20
XEROX Multifunction	35	34
Staff		
HP Desktop	18	
HP Laserjet Plotter*	2	
XEROX Multifunction	39	
Grand Total	141	54

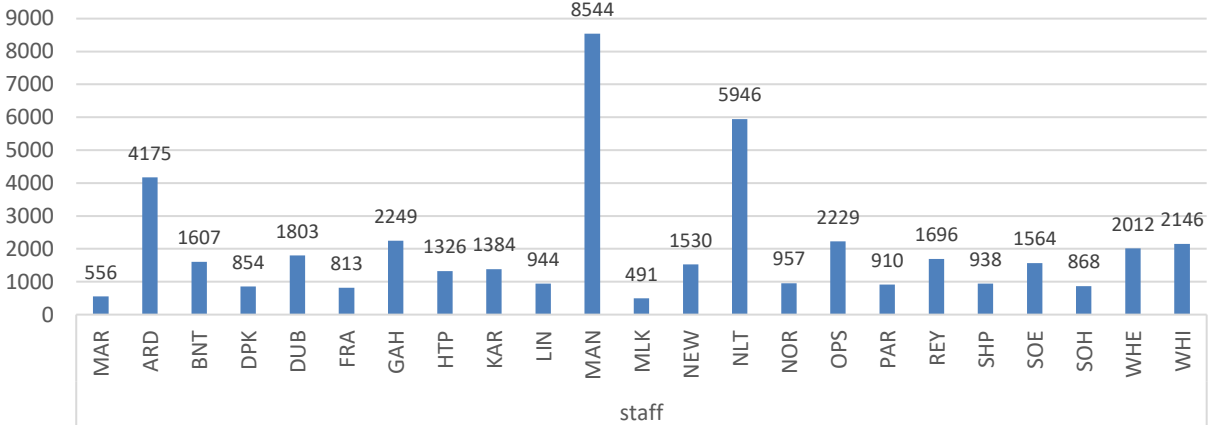
The below statistics include staff and public average monthly print and fax volumes across all Library locations and departments.

*The Library owns two (2) HP Laserjet Plotter devices that will remain in service and are to be included in the Proposer’s maintenance and service proposal.

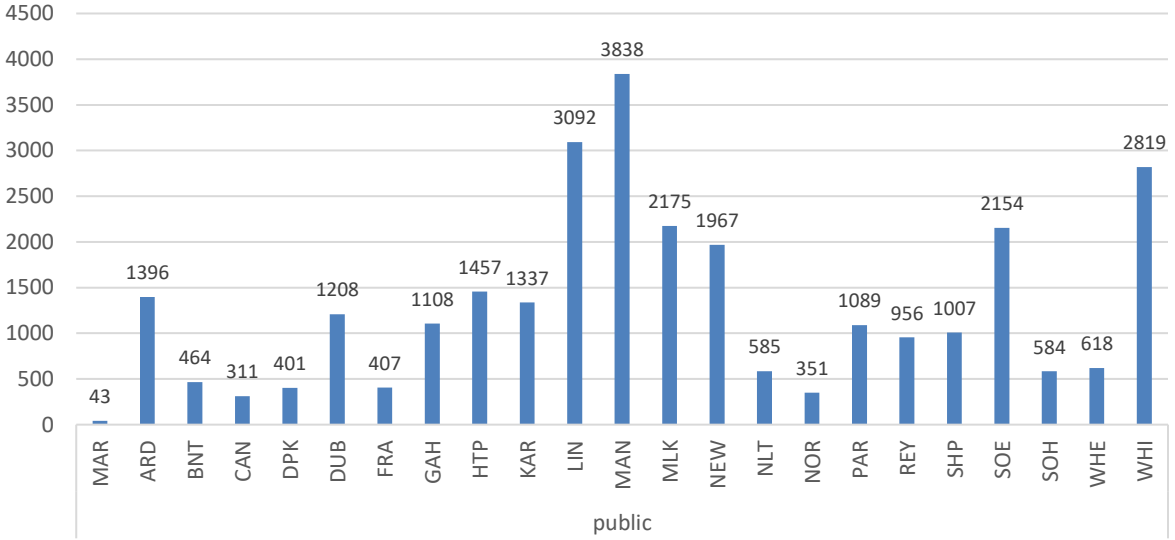
Public B&W Pages
Average Monthly Volume by Branch



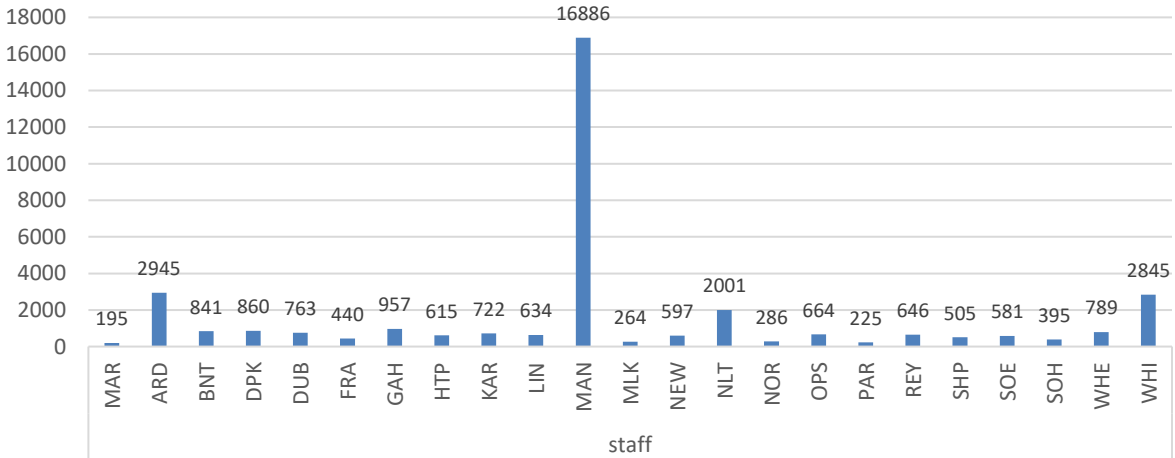
Staff B&W Pages
Average Monthly Volume by Branch



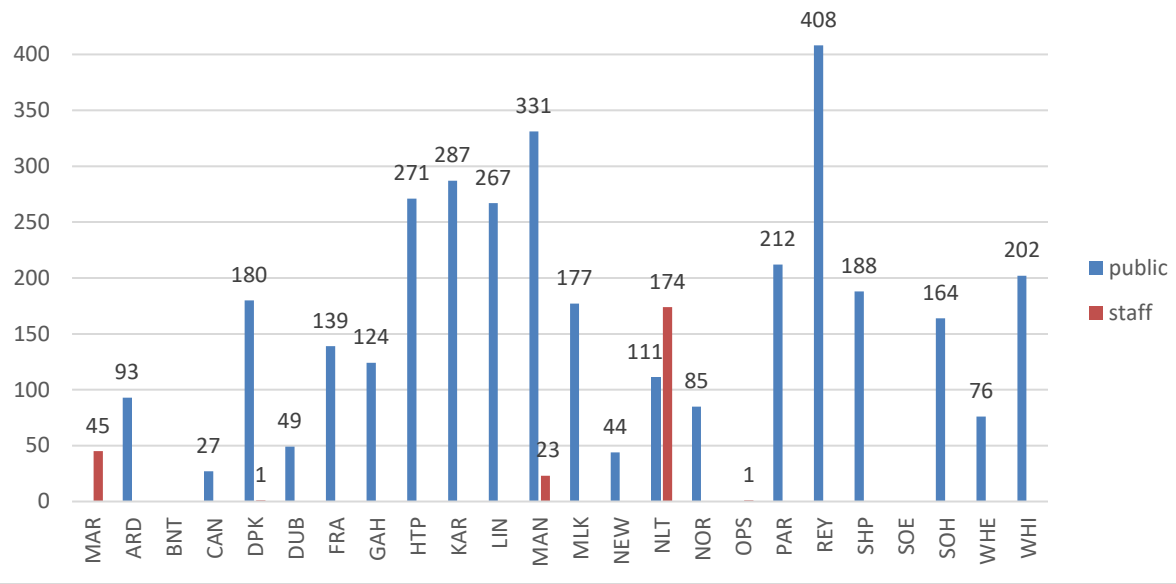
Public Color Pages
Average Monthly Volume by Branch



Staff Color Pages
Average Monthly Volume by Branch



Public & Staff Fax Jobs Average Monthly Volume by Branch



Appendix B: Cost Proposal

**Managed Print Services
RFP Number: CML #21-013**

COST PROPOSAL

The Library requires an itemized cost proposal by equipment, location, initial implementation costs along with reoccurring operational costs. The Proposer will provide cost proposals outlining as described in this section.

Service and Support

The Proposer will provide an itemized cost proposal of reoccurring operational costs including consumables with a cost per black & white and color page for copying and printing. The Library seeks a Proposer that will collect monies from cash vending that will be distributed monthly to the Library.

Service Level Agreement (SLA)

The Proposer 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:

SERVICE LEVEL AGREEMENT	•Responsibilities and duties of service providing Proposer
	•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 - Proposer's Diversity & Inclusion Participation Form

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

_____ ("Proposer") submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Proposer 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.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	TOTAL BID	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

The Proposer's commitment of total workforce hours for Minority Workforce participation on the project is: _____%.

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

Appendix D – Evaluation Tool – 21-013

<u>Responsiveness Criteria</u>	<u>Criteria Weight</u>	<u>Score (0-5)</u>	<u>Extended Score</u>
Technical Evaluation			
1. Quality and comprehensiveness of the Contractor's response	25		
2. Quality and comprehensiveness of the Contractor's work plan ongoing service delivery.	25		
3. Review of the contractor's staffing plan and project team	25		
4. Review of experience on projects of similar size and scope	25		
Criteria Weight	800		
Weighted Technical Score			
Cost Evaluation			
Criteria Weight	200		
Weighted Cost Score			
Total Composite Score (Weighted Technical Score + Weighted Cost Score)			

The weighted points will be multiplied times the numbers of Criteria's listed above for a maximum total of 800 points (5 points X 100) for the Technical Score.

Members of the evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will utilize the evaluation form in Appendix C and apply the scoring formula outlined below:

Zero (0)	Unsatisfactory	Does not conform to requirements.
One (1)	Poor	Conforms to requirements in a limited manner.
Two (2)	Satisfactory	Generally meets requirements with limitations.
Three (3)	Good	Meets requirements as written.
Four (4)	Excellent	Meets and generally exceeds requirements as written.
Five (5)	Outstanding	Exceeds requirements in all aspects.

Appendix E- Acknowledgement of Addenda

CML RFP 21-013

Project Description: Managed Print Services

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: ___/___/___ Addendum # 2, dated: ___/___/___

Addendum # 3, dated: ___/___/___ Addendum # 4, dated: ___/___/___

Addendum # 5, dated: ___/___/___ Addendum # 6, dated: ___/___/___

Part II: Check Box if Applicable: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____