

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Access Control and Intrusion Detection Security Equipment Sourcing, Configuration, and Installation Services: Barnett, Linden, Marion-Franklin, Canal Winchester

Issue Date: 03/25/2024

RFP Number: CML #24-006

Issued by

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

Deadline for Submittal

April 22, 2024
No later than 12:00 NOON EST
procurement@columbuslibrary.org





REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library ("CML" or "Library") is issuing this Request for Proposal ("RFP") to provide access control and intrusion detection security equipment sourcing, configuration, and installation services ("Project"). The RFP Identification Number is: **CML # 24-006.**

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 04/22/2024.

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 proposal 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 and 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 the RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number	(TIN)	
Name of person signing the Bid (Please p	orint or type)	Title
Proposer Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-mail address		
Authorized Signature (Original signature	or DocuSign signatu	res are accepted)

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

PROJECT OVERVIEW

The Columbus Metropolitan Library is seeking proposals ("Proposals") for access control and intrusion detection security equipment sourcing, configuration, and installation services at the new Barnett, Linden, Marion-Franklin, and Canal Winchester branches. Addresses and projected installation timeframes are below; dates are subject to change*.

- Barnett: 3434 E. Livingston Ave., Columbus, OH 43227
 - June-August 2025*
- Linden: 2223 Cleveland Ave., Columbus, OH 43211
 - March-May 2025*
- Marion-Franklin: 2800 Lockbourne Rd., Columbus, OH 43207
 - April-June 2025*
- Canal Winchester: 123 Groveport Rd., Canal Winchester, OH 43110
 - August-October 2025*

CML may award the contract individually but with the possibility of a combined award in total or part. In the event that a single vendor is bestowed with the multiple location contract, the vendor may be issued a separate purchase order for each location. Billing procedures for each distinct project must be distinctly delineated.

In the circumstances wherein a vendor is granted multiple locations and the contractual agreement for one or more locations is terminated due to unanticipated reasons, the contractual obligations for the remaining location(s) shall remain unaltered.

SCOPE OF WORK

The Proposer is responsible for all requirements as provided in this RFP and attached Project documents.

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.

PRE-PROPOSAL MEETING

A pre-Proposal meeting will be held virtually on Thursday, April 04, 2024 at 10:00 am to discuss the requirements of this RFP and answer any questions. Interested proposers will be asked to RSVP to procurement@columbuslibrary.org, at which time they will be provided with a link to the pre-proposal meeting. An edited and annotated summary of the pre-proposal conference will be published in the form of an addendum to the solicitation and will be made available on the Doing Business with CML page of the Columbus Metropolitan Library website, www.columbuslibrary.org.

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 B, *Proposer's Diversity & Inclusion Participation Form* to submit or denote the 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.

<u>Ethics Laws</u>. 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 #24-006**, title, and Contractor name in the subject line of the email and the file names.
- 6. 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 attachments Technical Proposal and Cost Proposal in separate files.

Each Technical Proposal package must be clearly marked "CML #24-006 - Access Control and Intrusion Detection Security Equipment Sourcing, Configuration, and Installation Services: Barnett, Linden, Marion-Franklin, Canal Winchester - Technical Proposal" along with the Contractor's Name in the filename of the Technical Proposal File.

Each Cost Proposal package must be clearly marked "<u>CML #24-006</u> - <u>Access Control and Intrusion Detection</u>
<u>Security Equipment Sourcing, Configuration, and Installation Services: Barnett, Linden, Marion-Franklin, Canal Winchester - Cost Proposal</u>" along with the Contractor's Name in the filename of the Cost Proposal File.

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

Proposal Format and Content

Proposals will be accepted until the time indicated in the RFP. The Library is not responsible for ay late email or bounced emails. 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 120 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.
 - v. Please include in the Proposal whether the Proposer intends to bid on all four locations or specific ones.
 - 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.
 - c. Statement as to the Contactor's particular abilities and qualifications to include, but not limited to:
 - i. Brief history of the company.
 - ii. Describe the core competencies, including the rationale as to why the Proposer should be selected for this project.
 - iii. The number of years the Contractor has been in business.
 - iv. Primary corporate location's address.
 - v. The geographical area of operations and professional affiliations.
 - vi. Overview of the ownership structure of the company.
 - vii. All alliances and/or strategic partnerships with other companies.
 - viii. Size and composition of the organization.
 - ix. Number of current customers.
 - d. A description of the Contractor's staffing plan for each branch being proposed, 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 assigned for each location.
 - ii. A resume of experience, certifications, skills, and abilities of each team member per location.
 - iii. A list of current clients that are represented by each of the members of the project team.

- iv. Resource staffing plan that includes: number of EFTs, duration of work in day, with effort per day per location.
 - i. Example: 3 technicians will work for 3 weeks, working 8-hour days.
- v. Describe the size and makeup of your organization, provide a list of qualified personnel, provide any workload constraints during these project durations, and explain how you plan to allocate resources for managing multiple simultaneous projects.
- 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's 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 that are substantially similar to the scope of work outlined herein.
- 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 be indicated on the COI.
- k. A completed Acknowledgement of Addenda form See Appendix D.
- I. A list of all assumptions and exceptions to the specifications outlined in the RFP.

COST PROPOSAL

The Cost Proposal package shall contain the following items:

- 1. Completed Cost Proposal Form for all locations for which Proposer wishes to be considered Appendix A
- 2. Completed Proposer's Diversity & Inclusion Participation Form Appendix B

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

- Addenda to this RFP will be posted on the Columbus Metropolitan Library Website: <u>www.columbuslibrary.org/about/doing-business</u> at least five (5) business days prior to the RFP opening. Proposers are <u>responsible</u> 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 thirty (30) days of receipt. Invoices are to detail the services provided, the date, and detailed costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to the terms and conditions herein for additional information regarding payment.
- 3. Times referenced herein are Columbus, Ohio, local time (Eastern Time).
- 4. Submission of a Proposal in response to this RFP is the Proposer's acknowledgment that subjective criteria may be used in the evaluation of Proposals. The award shall be made to the responsive and <u>responsible</u> 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.

SELECTION PROCESS

A. Selection Process

- 1. CML will review all proposals and create three (3) different evaluation tools for each potential contract award (security equipment, access control equipment, and intrusion monitoring equipment). Each firm will be technically evaluated for each individual category.
- 2. CML will form an evaluation committee comprised of CML staff to review and evaluate Contractor proposals. The following criteria identified in Appendix C Evaluation Matrix will be used to evaluate each branch proposal.
- 3. 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.
- 4. 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.
- 5. The final score will be collected and recorded by CML's procurement staff.

B. Evaluation Criteria

Five (5)

Outstanding

1. Technical Proposal

 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 (U)	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.

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 Contractors weighted technical score.

Exceeds requirements in all aspects.

- 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:

(Contractor's Total Score/Total Maximum Points) x 800 Points = weighted technical score

Example:

(Contractor's Total Score (60) /Total Maximum Points (100)) x 800 Points = 480 Points (of a possible 800)

2. Cost Score

a. The Contractor's 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 may award the contract individually but with the possibility of a combined award in total or part. In the event that a single vendor is bestowed with the multiple-location contract, the vendor may be issued a separate purchase order for each location. Billing procedures for each distinct project must be distinctly delineated.

In the circumstances wherein a vendor is granted multiple locations and the contractual agreement for one or more locations is terminated due to unanticipated reasons, the contractual obligations for the remaining location(s) shall remain unaltered.

CML will enter into negotiations with the Proposer with the highest composite score following the final technical scoring by the evaluation committee for each category for each branch or a combination of branches. 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 Proposers that respond will receive a notification if they have been selected or not.

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 a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	03/25/2024
Pre-Proposal Meeting	04/04/2024
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	04/22/2024 12:00 pm
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 will be posted on the CML website or as otherwise stated herein. *All times are Eastern Time*

SCOPE OF WORK

I. Introduction

- A. The Columbus Metropolitan Library (CML) is in the process of an aspirational building program with four (4) facilities currently in the planning and construction phases.
- B. CML is seeking the services of qualified Contractors to design, source, configure, and access control and intrusion detection system for each of the new Barnett, Linden, Marion-Franklin, and Canal Winchester branches, which are currently under development.
 - 1. CML is seeking proposals for a Kantech EntraPass access control system, as specified in the attached specification documents.
 - 2. CML is seeking proposals for a DSC neo intrusion detection system as specified in the attached specification documents.

II. Definitions

- A. "Agreement" means this agreement, unless otherwise modified in writing.
- B. "CML" means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.
- C. "CML Authorized Representative" means the CML Director of Capital Planning and Project Management, or designee.
- D. "CML CFO" means the CML Chief Financial Officer with signing authority on behalf of CML.
- E. "CML Facility" means any facility, building, or other location owned, leased, and operated by the Columbus Metropolitan Library.
- F. "Contractor" means the entity providing services in accordance with the terms and conditions of this Agreement.

III. Scope of Work

- A. CML has previously engaged the services of Korda Nemeth Engineering Services to develop standardized planning and equipment for security at CML Facilities that are currently in operation and others that are scheduled for construction, renovation, or upgrade during the period of this Agreement (see attached specification documents).
- B. The Contractor shall be responsible for sourcing, configuration, and installation of CML-selected security equipment. All projects will be based upon a work order issued prior to the commencement of a project. These services shall include but shall not be limited to:

1. Work Order Process

- a. The CML Authorized Representative will contact the Contractor when goods and/or services are required. The Contractor and the CML Authorized Representative will conduct a review of plan documents and/or a physical site inspection prior to the establishment of a work order.
- b. The Contractor shall prepare a work order proposal for review by CML that clearly identifies all materials, configuration services, and installation services that may be required to successfully complete the project. The work order proposal should include, but shall not be limited to, a narrative description of the project, schematics and designs, a bill of materials for installation, and an approximate project timeline for the completion of the Services outlined in the work order.
- c. The work order price proposal shall conform to the rates established in this RFP. Unless otherwise agreed **prior to the commencement of the work**, all payments shall be rendered at the completion of the project. Pre-payment, milestone payments, or other payment

- schedules may be permitted as long as it is included in the original work order price proposal.
- d. In the event there are additional items required to complete this project (i.e., specialized equipment, lifts, scaffolding, subcontractors, etc.), the Contractor shall clearly identify these additional items and provide original supplier quotes for these additional items for consideration by CML.
- e. The CML Authorized Representative will review the price proposal and provide project level approval of the project. However, work may not commence until a CML purchase order is issued, which shall include the written approval of the CML CFO.

2. Sourcing

- a. The Contractor shall utilize industry standard practices for the identification and sourcing of materials for the completion of a CML project.
- b. For all items that exceed one thousand dollars (\$1,000.00), the Contractor shall obtain at least two (2) quotes for all materials required to execute the work specified in the approved work order.
- For all items that exceed one hundred dollars (\$100.00), the Contractor shall provide original supplier invoices for materials as part of invoices for payment.

3. Configuration

- a. All equipment shall be delivered to the contractor's facility where it shall be unboxed, inspected and stored on behalf of CML.
- b. The Contractor shall program/configure all equipment at their own facility prior to installation at a CML Facility, to the extent possible, in accordance with the work order requirements and the published manufacturer's specifications/operating instructions.
- c. All equipment shall be brought to the CML location fully prepared for installation.

4. Installation

- a. The Contractor shall install all equipment at the CML location in accordance with the approved work order proposal.
- b. The Contractor shall coordinate installation activities with the CML Authorized Representative and/or additional contractors who are working at the CML Facility where services are required.
- c. All work shall be completed by qualified personnel who are sufficiently supervised. All personnel shall be required to maintain a sign-in/sign-out log for each project which shall be available for inspection by CML upon request.
- d. The Contractor shall supply CML with as-built diagrams of all installed equipment, including the actual equipment installed with notations of equipment IP addresses, installation dates, manufacturer warranty expiration dates, and other pertinent information.
- e. The Contractor shall invoice CML upon final acceptance of the work outlined in the work order. Final acceptance shall be conveyed in writing by the CML Authorized Representative. A copy of the written final acceptance document shall be included with the invoice for payment.
- f. The Contractor shall make reasonable efforts to complete its work in a neat and clean manner and shall clean up after themselves at the conclusion of each day.
- g. CML will provide the Contractor with access to its facilities between 8:00am-5:00pm, Monday-Friday. If access is required outside of this period, the Contractor

shall make a written request to the CML Authorized Representative, which shall be considered on a case-by-case basis.

IV. General Terms and Conditions

- A. All services shall be performed in accordance with best and modern practices using materials and workmanship that meet the highest standards of performance.
- B. The Contractor shall not utilize CML equipment, tools, or supplies.
- C. The Contractor shall bear the cost of any maintenance or repairs resulting from damage caused by the Contractor, its employees, or subcontractors. Any damage shall be reported to the CML Authorized Representative immediately and shall be repaired at no cost to CML within seven (7) days.
- D. The Contractor shall follow all site-specific directions offered by the CML Authorized Representative.
- E. The Contractor will be required to participate in a 30-minute safety orientation meeting conducted by the CML Authorized Representative.
- F. The Contractor may be required to submit for each technician a 9-panel drug test taken within one (1) year prior to beginning the installation work.
- G. Smoking is not permitted in any CML facilities, loading docks, or parking garages.
- H. In the event the Contractor takes any action that causes a police, fire, or emergency response or a response from the CML fire and/or intrusion monitoring contractor, the Contractor shall be responsible for any fees, costs, fines, or penalties associated with said response. Any fees, costs, fines, or penalties will be deducted from the Contractor's monthly invoice. CML reserves the exclusive right to waive this fee.
- I. 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 background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.
- J. 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 the operation CML 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.

V. Contractor Qualifications

- A. At the time of the proposal submission, the Contractor shall have a minimum of five (5) years of experience in sourcing, configuration, and installation of security equipment similar to that which is specified in this RFP and shall be currently providing these services.
- B. Experience as an employee or subcontractor of a firm that is not the named proposer shall not count toward meeting these experience requirements.
- C. All technicians working on the access control portion of this project in the field must possess a Certificate of Completion in EntraPass Corporate Edition. The proposers shall provide proof of

certification(s) at the time of the proposal submission. When the proposals are evaluated, preference will be given to firms with Kantech Global certification.

VI. Warranty

- A. The Contractor shall warrant for a period of one (1) year after final acceptance by CML, all services, including but not limited to labor, installation, and configuration services that all equipment, including components and parts, shall be free from defects and shall operate in accordance with their intended use and the manufacturers' published specifications.
- B. The Contractor shall act as the agent for any equipment warranty services through the equipment manufacturer or manufacturer authorized dealer for the entirety of the warranty period of this equipment, notwithstanding the expiration date of this Agreement.
- C. All equipment warranty repair and/or replacement services shall be processed within fifteen (15) days of written notification by CML, unless otherwise agreed in writing by CML and the Contractor.
- D. All workmanship warranty repair and/or replacement services shall commence within two (2) business days of notification by CML, unless otherwise agreed in writing by CML and the Contractor.

VII. Maintenance Services

A. The Contractor shall provide a detailed quote(s) for the installation of any supplementary work requested by CML at each of the four locations (Barnett, Linden, Marion-Franklin, Canal Winchester) for up to one (1) year past the date of substantial completion.

VIII. Liquidated Damages

- A. If the Contractor fails to commence or complete Services within the time frames set forth in this Agreement or an approved work order, then the Contractor shall be subject to fixed and liquidated damages of one hundred dollars (\$100.00) per calendar day or portion thereof that the Contractor fails to complete the work.
- B. All charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from CML. In the event there is no money due to the Contractor, then the Contractor shall pay the amount of the charges due to CML within thirty (30) days of such assessment.
- C. Such liquidated damages shall be subject to the cure procedures set forth in Section (IV) (H) of this Agreement.

IX. Compensation

- A. The contractor shall complete the price proposal form (Appendix A) as provided in its entirety.
- B. Sourcing: For CML-approved materials, the Contractor shall use industry standard practices to identify the best prices available for CML-approved projects. For all materials, the Contractor shall provide a fixed mark-up factor for all materials purchases. This mark-up factor shall be all inclusive, and shall include but shall not be limited to, labor, equipment, shipping, statutory payroll taxes, Social Security, Medicare, tools, carrying charges, insurance, general and administrative expenses, and Contractor profit. The mark-up factor shall remain fixed for the duration of this Agreement and shall not be subject to adjustments or cost of living increases.
- C. Configuration: For CML-approved configuration services, the Contractor shall provide a fixed hourly rate for configuration services. This fixed hourly rate shall be all inclusive, and shall include but shall not be limited to, labor, equipment, shipping, statutory payroll taxes, Social Security, Medicare, tools, carrying charges, insurance, general and administrative expenses, and Contractor profit. The

- fixed hourly rate shall remain fixed for the duration of this Agreement and shall not be subject to adjustments or cost of living increases.
- D. Installation: For CML-approved installation services, the Contractor shall provide a fixed hourly rate for configuration services. This fixed hourly rate shall be all inclusive, and shall include but shall not be limited to, labor, equipment, shipping, statutory payroll taxes, Social Security, Medicare, tools, carrying charges, insurance, general and administrative expenses, and Contractor profit. The fixed hourly rate shall remain fixed for the duration of this Agreement and shall not be subject to adjustments or cost of living increases.
- E. CML does not guarantee a minimum quantity of work. Quantities listed on the price proposal form are for evaluation purposes only. All compensation will be based upon approved work orders issued in accordance with this agreement and the accompanying rates for labor and materials.
- F. CML is a tax-exempt entity.

X. Term of Agreement

A. The term of this Agreement shall be for a period of three (3) years, unless otherwise amended by mutual consent of CML and the Contractor

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.

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 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.

<u>Deliverv</u>

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

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

Remedies for Default:

A. Actual Damages. The Contractor is liable to CML for all actual and direct damages caused by the Contractor's default. CML may buy substitute supplies or services,

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

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

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

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

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

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

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

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

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

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Contractor. Any Contractor, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and nonowned 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.

Appendix A

Access Control and Intrusion Detection Security Equipment Sourcing, Configuration, and Installation Services: Barnett, Linden, Marion-Franklin, Canal Winchester RFP Number: CML #24-006

COST PROPOSAL SUBMISSION FORM

CML is requesting a detailed quote for installing a Kantech building access control solution and DSC neo intrusion detection system at each of the Barnett, Linden, Marion-Franklin, and Canal Winchester locations. Please complete the following table for each branch for which you are submitting a proposal with all details <u>for each location</u> (i.e., <u>one form plus detailed bill of materials for each location</u>).

Include a detailed bill of materials listing all components and cost for Kantech EntraPass and DSC Neo systems (e.g., item cost and mark up, hardware model numbers and counts, etc.).

For all proposals, CML requires the submission of documentation confirming Kantech Global certification. If you are not Kantech Global certified, please state so.

Barnett Branch			
Kantech EntraPass & DSC Neo intrusion detection systems – Up-Front Costs			
Item	Vendor Cost	Additional Details Required	Vendor Response
Equipment		Please provide a detailed list of all equipment, counts, and per-unit costs	
Labor		How many FTEs and how many days (duration) the work will take to complete	
Software		Version / product name	
Licenses		All list and counts of licenses at time of installation with per-unit costs.	
Year 1 Maintenance & Support		Cost for maintenance & support for 1st year, if applicable	
Total Up-Front Costs			

Linden Branch

Kantech EntraPass & DSC Neo intrusion detection systems – Up-Front Costs

Item	Vendor Cost	Additional Details Required	Vendor Response
Equipment		Please provide a detailed list of all equipment, counts, and per-unit costs	
Labor		How many FTEs and how many days (duration) the work will take to complete	
Software		Version / product name	
Licenses		All list and counts of licenses at time of installation with per-unit costs.	
Year 1 Maintenance & Support		Cost for maintenance & support for 1st year, if applicable	
Total Up-Front Costs			

Marion-Franklin Branch

Kantech EntraPass & DSC Neo intrusion detection systems – Up-Front Costs

Item	Vendor Cost	Additional Details Required	Vendor Response
Equipment		Please provide a detailed list of all equipment, counts, and per-unit costs	
Labor		How many FTEs and how many days (duration) the work will take to complete	
Software		Version / product name	
Licenses		All list and counts of licenses at time of installation with per-unit costs.	
Year 1 Maintenance & Support		Cost for maintenance & support for 1 st year, if applicable	
Total Up-Front Costs			

Canal Winchester Branch

Kantech EntraPass & DSC Neo intrusion detection systems – Up-Front Costs

Item	Vendor Cost	Additional Details Required	Vendor Response
Equipment		Please provide a detailed list of all equipment, counts, and per-unit costs	
Labor		How many FTEs and how many days (duration) the work will take to complete	
Software		Version / product name	
Licenses		All list and counts of licenses at time of installation with per-unit costs.	
Year 1 Maintenance & Support		Cost for maintenance & support for 1 st year, if applicable	
Total Up-Front Costs			

	-
Submitted by	Signature
Contractor Name	Date
Submitted by:	
%	
3. Percentage discount to combined Should be listed as a negative price.	total bid award of 2 branches. bid when applied to individual contracts for each branch.
Should be listed as a negative price. Would be prorated as a percentage of each be	bid when applied to individual contracts for each branch.
%	total bid for award of 3 branches.
Should be listed as a negative price. Would be prorated as a percentage of each be	total bid (Sum of 4 totals above) for award of all 4 branches bid when applied to individual contracts for each branch.
Combined Bid Percentage Disc (Offerors may elect to offer proposal combine advantage and make use of efficiencies)	count Options ations at a total cost less than the sum to provide a competitive
Marion Franklin Branch \$ Canal Winchester Branch \$	
1. Linden Branch \$	

Notes:

Totals Summary

- The Contractor shall complete the Price Proposal form in its entirety, including detailed bill of materials.
- All fees due to the Contractor shall be all inclusive and shall include but shall not be limited to, labor, materials, Social Security, Medicare, statutory payroll taxes, subscriptions, software licenses, insurance, vehicles, travel time, general and administrative expenses, and Contractor profit.
- All prices shall remain fixed and are not subject to any modifications or cost-of-living adjustments.
- Contractor shall outline any additional fees and services not included in the fixed fee proposed. The Contractor shall also disclose broker commissions on applicable benefits offerings (such as stop loss) as appropriate. The Contractor shall invoice CML on a monthly or quarterly basis.
- The Columbus Metropolitan Library is a tax-exempt entity.

Appendix B

Access Control and Intrusion Detection Security Equipment Sourcing, Configuration, and Installation Services: Barnett, Linden, Marion-Franklin, Canal Winchester RFP Number: CML #24-006

Proposer's Diversity & Inclusion Participation Form

The CML "Supplier Diversity Form" is located on our website, Doing Business with Us: https://www.columbuslibrary.org/doing-business/.

Appendix C

Access Control and Intrusion Detection Security Equipment Sourcing, Configuration, and Installation Services: Barnett, Linden, Marion-Franklin, Canal Winchester RFP Number: CML #24-006

EVALUATION TOOL

Responsiveness Criteria	Criteria Weight	<u>Score</u> (0-5)	Extended Score
Technical Evaluation			
Quality and comprehensiveness of the Contractor's response	35		
Quality and comprehensiveness of the Contractor's work plan and ongoing service delivery.	40		
Review of the contractor's staffing plan and project team	35		
Review of experience on projects of similar size and scope	40		
5. Kantech Global certification	10		
Criteria Weight	800		
Weighted Technical Score			
Cost Evaluation			
Criteria Weight	200		
Weighted Cost Score			
Total Composite Score			
(Weighted Technical Score + Weighted Cost Score)			

Criteria Weight x Score = Extended Score

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 D

Access Control and Intrusion Detection Security Equipment Sourcing, Configuration, and Installation Services: Barnett, Linden, Marion-Franklin, Canal Winchester RFP Number: CML #24-006

Acknowledgement of Addenda

Project Description: Access Control and Intrusion Protection Security Equipment Sourcing, Configuration, and Installation 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: