

## COLUMBUS METROPOLITAN LIBRARY

# Request for Proposal

### Microfilm Scanners

Issue Date: May 31, 2024

RFP Number: CML #24-011

### Issued by

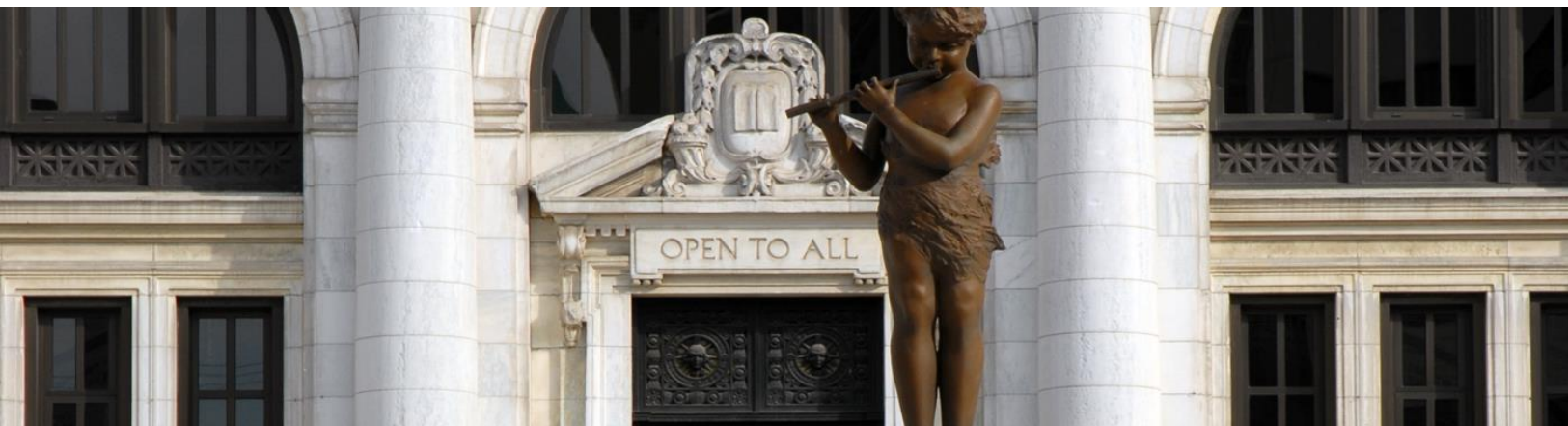
Procurement Department  
96 S. Grant Ave.  
Columbus, OH 43215

### Deadline for Submittal

June 20, 2024

No later than 12:00 NOON EST

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



The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) to provide three (3) microfilm scanners, installation, maintenance, and training. The RFP Identification Number is: **CML # 24-011**.

Proposals must be received by the Procurement staff at the Columbus Metropolitan Library via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 PM on June 20, 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](mailto: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 print or type)		Title
Proposer Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-mail address		
Authorized Signature (Original signature or DocuSign accepted)		

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

## **PROJECT OVERVIEW**

Currently, library customers can access microfilm in the Local History & Genealogy division using microfilm machines with an Envisionware reservation system. Customers can view, scan, print, save to file or email images from the machines. Limited search capability is available as well as limited auto scan. These machines are for public access rather than mass digitization; therefore, settings are configured for the ease of use.

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

## **PRE-PROPOSAL MEETING**

No pre-proposal meeting is scheduled.

## **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 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.

## **SPECIFICATIONS**

Interested firms are encouraged to submit proposals for systems meeting or exceeding the following specifications:

### System Overview

- Description of the intended use and users of the microfilm system.
- Integration requirements with existing library systems (reservation system, website, etc.).

### Scanning and Digitization Capabilities

- Resolution: Specify the minimum acceptable optical resolution (dpi) for scanned images to ensure high-quality digitization suitable for archival purposes and online viewing.
- Format Support: Detail the types of microfilm (e.g., 16mm, 35mm) and microfiche the system must support, including any specific formats like ultrafiche or jackets.
- Image Processing: Requirements for automatic image correction features such as de-skew, de-speckle, crop, and brightness/contrast adjustments.

### Hardware Specifications

- Scanner type and model: ST ViewScan 4-18 MP Color Microfilm Viewer-Scanner Systems (or comparable)
- Durability and volume capacity: Expected daily throughput (pages per day) and hardware durability.
- Maintenance and service requirements.
- Please note if solution will be compatible with Lenovo Workstations as built with:
  - Memory: 16 GiB DDR4, Processor: Intel Core i7-8700T CPU @ 2.40GHz Graphics: Intel(R) UHD Graphics 630 1.0 GB

### Software Specifications

- PerfectView Standard Software licenses
- Compatibility with operating systems and library network infrastructure.
- Image enhancement and editing software features.
- Security features: user access control, data protection, and backup solutions.
- Timing and cost estimate for software upgrades and support.

### Output and Storage

- File formats supported (e.g., TIFF, PDF/A, JPEG2000) for digital output.
- Resolution and color depth options for saved files.
- Storage solutions and capacity: for immediate customer access.

### Accessibility and User Interface

- User friendly interface for both librarians and library patrons.
- Accessibility features compliant with ADA (Americans with Disabilities Act) or other relevant standards.
- Training and support materials provided.

## Installation, Training, and Support

- Requirements for onsite installation and setup.
- Training for library staff on operation, maintenance, and troubleshooting.
- Warranty and support services: response times, onsite vs. remote support, software updates, and service level agreements (SLAs).
- Shipping and freight charges.

## Compliance and Standards

- Compliance with archival standards (e.g., ISO 4009 for microfilm).
- Environmental operating conditions: temperature, humidity, and lighting requirements.
- Safety certifications and requirements.

## Budget and Cost Considerations

- Initial cost estimates for equipment, software, and installation.
- Initial cost estimates for hardware shipments
- Ongoing costs for maintenance, support, and consumables.
- Payment schedule and options.

## Vendor Qualifications and References

- Experience with similar projects and references from other libraries or institutions.
- Financial stability and business continuity plans of the vendor.

## **PROPOSAL SUBMISSION REQUIREMENTS**

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Proposers 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 Proposer 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](mailto:procurement@columbuslibrary.org) , with the Proposal Identification Number **CML #24-011**, 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 must be clearly labeled "**CML #24-011 – Microfilm Scanners - Technical Proposal**" along with the Contractor's Name in the filename of the Technical Proposal File.

Each Cost Proposal must be clearly labeled "**CML #24-011 – Microfilm Scanners - Cost Proposal**" 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 any late email or bounced emails. To facilitate comparison of Proposals, responses 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 Proposers 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 Proposer's Work Plan. The Work Plan must address exactly how the Proposer 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 Proposer 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 Proposer 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 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 Proposer 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.
  - e. 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.
  - f. 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.
  - g. The Proposer must include a completed W-9 Form.

- h. The Proposer 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.
- i. A completed Acknowledgement of Addenda Form - See Appendix D.
- j. 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 – 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 Cost 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](http://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, (EST).
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](mailto: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](http://www.columbuslibrary.org/about/doing-business).

## **SELECTION PROCESS**

### A. Selection Process

1. CML will form an evaluation committee comprised of CML staff to review and evaluate Contractor proposals. The criteria identified in Appendix C – Evaluation Matrix will be used to evaluate each branch proposal.
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 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 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:**

(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 number 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 Proposers that respond will receive 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	May 31, 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	June 20, 2024

*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***

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

**Payment:** In consideration for the Contractor’s performance, CML will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Contractor must have a valid W9 form on file with the Finance Department.

The completed form should be mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

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

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

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

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

### **Delivery**

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

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

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

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

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

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of default to Contractor, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. **Cancellation for Financial Instability:** CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

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

### **Remedies for Default:**

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

**Force Majeure:** If CML or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests;

restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

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

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

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

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

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

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

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

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

**Commercial General Liability:** Insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

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

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

#### **ADDITIONAL TERMS:**

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

**Appendix A**

**Microfilm Scanners  
RFP Number: CML #24-011**

**COST PROPOSAL SUBMISSION FORM**

Qty.	Description	Unit Cost	Total
3	ST ViewScan 4-18 MP Color Microfilm Viewer-Scanner System (or comparable)		
3	PerfectView Standard Software Licenses (specify how long it will be supported)		
3	Installation services and operator training (specify on-site or virtual)		
	Shipping/Freight Charges		
	Maintenance Agreements (on-site or virtual)		

Total: \_\_\_\_\_

**Submitted by:**

\_\_\_\_\_  
**Contractor Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Submitted by**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

**Notes:**

- A. The Contractor shall complete the Cost Proposal form in its entirety, including detailed bill of materials.
- B. 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.
- C. All prices shall remain fixed and are not subject to any modifications or cost-of-living adjustments.
- D. 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.
- E. The Contractor shall invoice CML on a monthly or quarterly basis.
- F. The Columbus Metropolitan Library is a tax-exempt entity.



**Appendix B**  
**RFP Number: CML #24-011**

**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**  
**RFP Number: CML #24-011**

**EVALUATION MATRIX**

<u>Responsiveness Criteria</u>	<u>Criteria Weight</u>	<u>Score (0-5)</u>	<u>Extended Score</u>
<b>Technical Evaluation</b>			
1. Quality and comprehensiveness of the Contractor's response	20		
2. Quality and comprehensiveness of the Contractor's work plan and ongoing service delivery.	40		
3. Review of the contractor's staffing plan and project team	50		
4. Review of experience on projects of similar size and scope	50		
Criteria Weight	800		
Weighted Technical Score			
<b>Cost Evaluation</b>			
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**

**RFP Number: CML #24-011**

**Acknowledgement of Addenda**

Project Description: Microfilm Scanners

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: \_\_\_\_\_

Authorized Representative:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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