

**Columbus Metropolitan Library**  
 96 South Grant Avenue  
 Columbus, Ohio 43215-4781  
 Purchasing Division, Finance Department  
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**COLUMBUS  
 METROPOLITAN  
 LIBRARY**

## REQUEST FOR PROPOSAL

The Columbus Metropolitan Library (CML) is seeking sealed, signed, written proposals for **Cellular Phone/Data Service** according to the specifications described in the documents included with this Request for Proposal (RFP). The Proposal Identification Number is RFP120309. Two (2) signed copies are required.

Any questions or clarifications regarding this RFP should be sent to [wdixon@columbuslibrary.org](mailto:wdixon@columbuslibrary.org). All questions should be submitted a minimum of five (5) days prior to the opening of the RFP.

The bidder declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this Request for Proposals and agrees to fulfill the requirements of any contract awarded at the prices proposed. The bidder certifies, by signature affixed to its Proposal that the information provided by it in its bid including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing bid proposal (Please print or type)		Title
Bidding company		
Mailing address		
City	State	ZIP
Telephone	Toll Free Telephone	
Contact Person	Fax Number	
E Mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

## **Summary**

The Columbus Metropolitan Library (CML) is seeking proposals for both single and multi-year contracts for cellular phone service. CML has approximately 155 cell phones, which include approximately 125 voice only, and 30 data and unlimited texting. All proposed plans must include detailed billing, and online account access.

A plan or plans providing the ability to pool cell minutes is required. Currently we use approximately 14,000 per month.

Proposals should be mailed to: Columbus Metropolitan Library, 96 S. Grant Avenue, Columbus, OH 43215 or delivered to the Security Desk at the above location by Monday, January 4, 2010.

## **DATA SERVICE:**

Data services are currently handled through CML's Blackberry Enterprise Server. All Blackberry users synchronize with Microsoft Exchange. Plan should provide for data and internet service, and function with the current Blackberry Enterprise Server and Novell Groupwise. Features should include (at a minimum):

- Multimedia messaging service
- GPS (optional)
- Speakerphone
- Blackberry wireless access to email (Groupwise)

All areas within the geographical area must have 100% connectivity – minimum three bars. Boosters, if required to provide service, are to be installed where required.

## **Specifications**

Responses to each technical requirement must indicate that the Provider's proposal either "does comply" with the requirement or "does not comply" and a succinct explanation of how each requirement can or cannot be met must be included.

- ✓ Provider shall verify that proposed services included in this RFP work properly from all geographical locations.
- ✓ All current cellular phone numbers for CML must be retained.
- ✓ The ability to import numbers to existing phone.
- ✓ Service plans should include, at no extra charge: text messaging, caller id, caller id blocking, three way calling, call waiting, voice mail, unlimited nights and weekends.
- ✓ Provider shall offer toll free maintenance and support 24 hours a day, 365 days a year.
- ✓ Provider shall conduct a service study of all CML locations, and agree to install boosters as needed to provider cell service at no additional charge.
- ✓ Provider shall submit monthly a single bill with detailed billing by phone.
- ✓ Provider shall not charge for activation or termination during the life of the contract.
- ✓ Provider shall not charge for change in plans during the life of the contract.
- ✓ Provider shall not charge for addition/subtraction of phones on contract.

Columbus Metropolitan Library  
Purchasing Division, Finance Department

## **Contract Terms and Conditions**

### **Contract Components, Entirety, Changes Interpretation**

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

**Entire Agreement; Parties to the Contract:** This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Proposal submitted to the CML in response to an RFP (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Offeror" in any of the contract components are deemed to refer to the Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

**Contract Changes:** Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

**Contract Orders:** CML will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

### **Standard Invoice and Payment**

**Invoice:** The Contractor shall submit two copies of invoices to Accounts Payable, Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215. 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.

## **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 the Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured within 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. The contract would include a dissatisfaction clause to end the agreement with 60 days notice that would result in no fees or penalties.

### **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

**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 Purchasing Division reserves the right to approve all policy deductibles and levels of self-insurance retention.

**Contract Compliance:** The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the 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 Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division to resolve the issues.

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