REQUEST FOR PROPOSALS

RFP NUMBER: **CSP906512**
INDEX NUMBER: **LDC028**
UNSPSC CATEGORY: **78100000**

The state of Ohio, through the Department of Administrative Services, Office of Procurement Services, for the Ohio Board of Regents (BOR) and The State Library of Ohio (LIB), is requesting proposals for:

Statewide Library Delivery Services (SLDS)

RFP ISSUED: **February 1, 2012**
INQUIRY PERIOD BEGINS: **February 1, 2012**
INQUIRY PERIOD ENDS: **February 13, 2012 at 8:00 a.m.**
PROPOSAL DUE DATE: **February 15, 2012 by 1:00 p.m.**

Proposals received after the due date and time will not be evaluated.

OPENING LOCATION: **Department of Administrative Services**
Office of Procurement Services
ATTN: Bid Desk
4200 Surface Rd.
Columbus, OH 43228-1395

Offerors must note that all proposals and other material submitted will become the property of the state and may be returned only at the state's option. Proprietary information should not be included in a proposal or supporting materials because the state will have the right to use any materials or ideas submitted in any proposal without compensation to the Offeror. Additionally, all proposals will be open to the public after the award of the contract has been posted on the State Procurement Website. Refer to the Ohio Administrative Code, Section 123:5-1-08 (E).

This RFP consists of five (5) parts and fourteen (14) attachments totaling 80 consecutively numbered pages. Please verify that you have a complete copy.

PART ONE: EXECUTIVE SUMMARY

PURPOSE. This is a Request for Competitive Sealed Proposals (RFP) under Section 125.071 of the Ohio Revised Code (ORC) and Section 123:5-1-08 of the Ohio Administrative Code (OAC). The Department of Administrative Services (DAS), Office of Procurement Services, on behalf of The Ohio Board of Regents (BOR) and The State Library of Ohio (LIB) (the Agencies), is soliciting competitive sealed proposals (Proposals) for Statewide Library Delivery Services (SLDS), and this RFP is the result of that request. If a suitable offer is made in response to this RFP, the state of Ohio (State), through DAS, may enter into a contract (the Contract) to have the selected Offeror (the Contractor) perform all or part of the Project (the Work). This RFP provides details on what is required to submit a Proposal for the Work, how the State will evaluate the Proposals, and what will be required of the Contractor in performing the Work.

This RFP also gives the estimated dates for the various events in the submission process, selection process, and performance of the Work. While these dates are subject to change, prospective Offerors must be prepared to meet them as they currently stand.

Once awarded, the term of the Contract will be from the award date (February 24, 2012) through June 30, 2013. The State may solely renew this Contract at the discretion of DAS for a period of one month. Any further renewals will be by mutual agreement between the Contractor and DAS for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed forty-eight (48) months and are subject to and contingent upon the discretionary decision of the Ohio General Assembly to appropriate funds for this Contract in each new biennium. DAS may renew all or part of this Contract subject to the satisfactory performance of the Contractor and the needs of the Agencies.

Any failure to meet a deadline in the submission or evaluation phases and any objection to the dates for performance of the Project may result in DAS refusing to consider the Proposal of the Offeror.

BACKGROUND. The State Library of Ohio (LIB) and OhioLINK (OHL), a supported organization of the Ohio Board of Regents (BOR), provide library services and materials to libraries and educational institutions throughout the State of Ohio. LIB currently supports approximately 350 entities including public libraries, special libraries, schools, private colleges, the SEO Library Center, Regional Library Systems, and state institutions. OHL currently supports approximately 207 mostly higher education locations in Ohio and one location in Chicago, Illinois. Both LIB and OHL require regularly scheduled stops at all locations for the exchange of library materials.

OBJECTIVES. DAS has the following objectives that it wants this Work to fulfill, and it will be the Contractor's obligation to ensure that the personnel the Contractor provides are qualified to perform their portions of the Work.

- The Contractor must deliver materials to a final/ultimate destination location within two days of pick-up from the original source location. For Participating Libraries with less than five day a week service, the Contractor must deliver the materials on the next service day for the Participating Library on/or after the two day requirement.
- The Contractor must maintain scheduled delivery/pick-up times within a two hour window with all clients.
- The Contractor must provide detailed monthly invoicing and reporting for services provided.
- All delivery/pick-up services, with a few exceptions listed later, are to be billed at a statewide per-stop basis for all locations.

CALENDAR OF EVENTS. The schedule for the Project is given below, and is subject to change. DAS may change this schedule at any time. If DAS changes the schedule before the Proposal due date, it will do so through an announcement on the State Procurement Web site area for this RFP. The Web site announcement will be followed by an addendum to this RFP, also available through the State Procurement Web site. After the Proposal due date and before the award of the Contract, DAS will make scheduled changes through the RFP addendum process. DAS will make changes in the Project schedule after the Contract award through the change order provisions located in the general terms and conditions of the Contract. It is each prospective Offeror's responsibility to check the Web site question and answer area for this RFP for current information regarding this RFP and its calendar of events through award of the Contract. No contact shall be made with agency/program staff until contract award is announced.

DATES:

Firm Dates

RFP Issued:	February 1, 2012
Inquiry Period Begins:	February 1, 2012
Inquiry Period Ends:	February 13, 2012, at 8:00 a.m.
Proposal Due Date:	February 15, 2012, by 1:00 p.m.

Estimated Dates

Contract Award Notification:	February 24, 2012
Contract work begins	March 6, 2012

NOTE: These dates are subject to change.

There are references in this RFP to the Proposal due date. Prospective Offerors must assume, unless it is clearly stated to the contrary, that any such reference means the date and time (Columbus, OH local time) that the Proposals are due.

Proposals received after 1:00 p.m. on the due date will not be evaluated.

PART TWO: STRUCTURE OF THIS RFP

ORGANIZATION. This RFP is organized into five (5) parts and fourteen (14) attachments. The parts and attachments are listed below.

PARTS:

Part One	Executive Summary
Part Two	Structure of this RFP
Part Three	General Instructions
Part Four	Evaluation of Proposals
Part Five	Award of the Contract

ATTACHMENTS:

Attachment One	Work Requirements and Special Provisions
Part One	Work Requirements
Part Two	Special Provisions
Attachment Two	Requirements for Proposals
Attachment Three	General Terms and Conditions
Part One	Performance and Payment
Part Two	Work & Contract Administration
Part Three	Ownership & Handling of Intellectual Property & Confidential Information
Part Four	Representations, Warranties, and Liabilities
Part Five	Acceptance and Maintenance
Part Six	Construction
Part Seven	Law & Courts
Attachment Four	Contract
Attachment Five	Offeror Profile Summary
5-A	Offeror Profile Form
5-B	Offeror Prior Project Form
5-C	Offeror Prior Project Form
5-D	Offeror Prior Project Form
Attachment Six	Offeror References
Attachment Seven	Offeror's Candidate Summary
7-A	Offeror's Candidate References
7-B	Offeror's Candidate Education, Training, Licensure, and Certifications
7-C	Offeror's Candidate Experience
Attachment Eight	Offeror Performance Form
Attachment Nine	Contractor / Subcontractor Affirmation and Disclosure Form
Attachment Ten	OhioLINK (OHL) Libraries, Branches, Regional Campuses, and Affiliates Pick-up Locations
Attachment Eleven	State Library of Ohio (LIB) Pick-up Locations
Attachment Twelve	Sample Mailing Labels
Attachment Thirteen	Fuel Surcharge Table
Attachment Fourteen	Cost Summary Form

PART THREE: GENERAL INSTRUCTIONS

The following sections provide details on how to get more information about this RFP and how to respond to this RFP. All responses must be complete and in the prescribed format.

CONTACTS. The following person will represent DAS:

Dennis Kapenga
Ohio Department of Administrative Services
Office of Procurement Services
4200 Surface Road
Columbus, OH 43228-1395
dennis.kapenga@ohio.gov

During the performance of the Work, a State representative (the "Agency Project Representatives") will represent the Agencies and be the primary contact for matters relating to the Work. The Agency Project Representatives will be designated in writing after the Contract award.

INQUIRIES. Offerors may make inquiries regarding this RFP any time during the inquiry period listed in the Calendar of Events. To make an inquiry, Offerors must use the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click "Submit Inquiry".
7. On the document inquiry page, complete the required "Personal Information" section by providing:

    a. First and last name of the prospective Offeror's representative who is responsible for the inquiry.
    b. Name of the prospective Offeror.
    c. Representative's business phone number.
    d. Representative's e-mail address.

8. Type the inquiry in the space provided including:

    a. A reference to the relevant part of this RFP.
    b. The heading for the provision under question.
    c. The page number of the RFP where the provision can be found.

9. Click the "Submit" button.

Offerors submitting inquiries will receive an immediate acknowledgement that their inquiry has been received as well as an e-mail acknowledging receipt of the inquiry. Offerors will not receive a personalized e-mail response to their question, nor will they receive notification when the question has been answered.

Offerors may view inquiries and responses using the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure.
2. From the Navigation Bar on the left, select "Find It Fast".
3. Select "Doc/Bid/Schedule #" as the Type.
4. Enter the RFP Number found on Page 1 of the document. (RFP numbers begin with the letters "CSP")
5. Click "Find It Fast" button.
6. On the document information page, click the "View Q & A" button to display all inquiries with responses submitted to date.

DAS will try to respond to all inquiries within 48 hours of receipt, excluding weekends and State holidays. DAS will not respond to any inquiries received after 8:00 a.m. on the inquiry end date.

Offerors are to base their RFP responses, and the details and costs of their proposed projects, on the requirements and performance expectations established in this RFP for the future contract, not on details of any other potentially related contract or project. If Offerors ask questions about existing or past contracts using the Internet Q&A process, DAS will use its discretion in deciding whether to provide answers as part of this RFP process.

DAS is under no obligation to acknowledge questions submitted through the Q&A process if those questions are not in accordance with these instructions or deadlines.

PROTESTS. Any Offeror that objects to the award of a Contract resulting from the issuance of this RFP may file a protest of the award of the Contract, or any other matter relating to the process of soliciting the Proposals. Such protest must comply with the following information:

1. The protest must be filed by a prospective or actual bidder objecting to the award of a Contract resulting from the RFP. The protest must be in writing and contain the following information:

    a. The name, address, and telephone number of the protester;
    b. The name and number of the RFP being protested;
    c. A detailed statement of the legal and factual grounds for the protest, including copies of any relevant documents;
    d. A request for a ruling by DAS;
    e. A statement as to the form of relief requested from DAS; and
    f. Any other information the protester believes to be essential to the determination of the factual and legal questions at issue in the written request.

2. A timely protest will be considered by DAS, on behalf of the Agencies, if it is received by the DAS Office of Procurement Services (OPS) within the following periods:

    a. A protest based on alleged improprieties in the issuance of the RFP, or any other event preceding the closing date for receipt of proposals which are apparent or should be apparent prior to the closing date for receipt of proposals, must be filed no later than five (5) business days prior to the proposal due date.
    b. If the protest relates to the recommendation of the evaluation committee for an award of the Contract, the protest must be filed as soon as practicable after the Offeror is notified of the decision by DAS regarding the Offeror's proposal.

3. An untimely protest may be considered by DAS at the discretion of DAS. An untimely protest is one received by the DAS OPS after the time periods set in paragraph 2 above. In addition to the information listed in paragraph 1, untimely protests must include an explanation of why the protest was not made within the required time frame.

4. All protests must be filed at the following location:

    Department of Administrative Services
    Office of Procurement Services
    4200 Surface Road
    Columbus, OH 43228-1395

    SUBJECT: CSP906512 LDC028

This protest language only pertains to this RFP offering.

ADDENDA TO THE RFP. If DAS decides to revise this RFP before the Proposal due date, an addendum will be announced on the State Procurement Web site.

Offerors may view addenda using the following process:

1. Access the State Procurement Web site at http://www.ohio.gov/procure;
2. From the Navigation Bar on the left, select "Find It Fast";
3. Select "Doc/Bid/Schedule #" as the Type;
4. Enter the RFP Number found on Page 1 of the document (RFP numbers begin with the letters "CSP");
5. Click "Find It Fast" button;
6. On the document information page, click on the addendum number to display the addendum.

When an addendum to this RFP is necessary, DAS may extend the Proposal due date through an announcement on State Procurement Web site. Addenda announcements may be provided any time before 5:00 p.m. on the day before the Proposal is due. It is the responsibility of each prospective Offeror to check for announcements and other current information regarding this RFP.

After the submission of Proposals, addenda will be distributed only to those Offerors whose submissions are under active consideration. When DAS issues an addendum to the RFP after Proposals have been submitted, DAS will permit Offerors to withdraw their Proposals.

This withdrawal option will allow any Offeror to remove its Proposal from active consideration should the Offeror feel that the addendum changes the nature of the transaction to the extent that the Offeror's Proposal is no longer in its interests. Alternatively, DAS may allow Offerors that have Proposals under active consideration to modify their Proposals in response to the addendum, as described below.

Whenever DAS issues an addendum after the Proposal due date, DAS will tell all Offerors whose Proposals are under active consideration whether they have the option to modify their Proposals in response to the addendum. Any time DAS amends the RFP after the Proposal due date, an Offeror will have the option to withdraw its Proposal even if DAS permits modifications to the Proposals. If the Offerors are allowed to modify their Proposals, DAS may limit the nature and scope of the modifications. Unless otherwise stated in the notice by DAS, modifications and withdrawals must be made in writing and must be submitted within ten (10) business days after the addendum is issued. If this RFP provides for a negotiation phase, this procedure will not apply to changes negotiated during that phase. Withdrawals and modifications must be made in writing and submitted to DAS at the address and in the same manner required for the submission of the original Proposals. Any modification that is broader in scope than DAS has authorized may be rejected and treated as a withdrawal of the Offeror's Proposal.

PROPOSAL SUBMITTAL**.** Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "CSP906512 RFP – Technical Proposal" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "CSP906512 RFP – Cost Proposal" on the outside of each Cost Proposal package's envelope. Each Offeror must submit one (1) original, completed and signed in blue ink, and six (6) copies for a total of seven (7) Proposal packages.

The Offeror must also submit, in the sealed package, a complete copy of the Proposals on CD-ROM in Microsoft Office (Word, Excel, or Project) 2003 or higher, format and/or PDF format as appropriate. In the event there is a discrepancy between the hard copy and the electronic copy, the hard copy will be the official Proposal. Proposals are due no later than the proposal due date, at 1:00 p.m. Proposals submitted by e-mail or fax are not acceptable and will not be considered. Proposals must be submitted to:

Department of Administrative Services
Office of Procurement Services - Bid Desk
4200 Surface Road
Columbus, OH 43228-1395

DAS will reject any Proposals or unsolicited Proposal addenda that are received after the deadline. An Offeror that mails its Proposal must allow adequate mailing time to ensure its timely receipt. DAS recommends that Offerors submit proposals as early as possible. Proposals received prior to the deadline are stored, unopened, in a secured area until 1:00 p.m. on the due date. Offerors must also allow for potential delays due to increased security. DAS will reject late proposals regardless of the cause for the delay.

Each Offeror must carefully review the requirements of this RFP and the contents of its Proposal. Once opened, Proposals cannot be altered, except as allowed by this RFP.

By submitting a Proposal, the Offeror acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements. DAS is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.

ORC Section 9.24 prohibits DAS from awarding a Contract to any Offeror(s) against whom the Auditor of State has issued a finding for recovery if the finding for recovery is "unresolved" at the time of award. By submitting a Proposal, the Offeror warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding. ORC Section 9.231 applies to this contract.

DAS may reject any Proposal if the Offeror takes exception to the terms and conditions of this RFP, fails to comply with the procedure for participating in the RFP process, or the Offeror's Proposal fails to meet any requirement of this RFP. Any question asked during the inquiry period will not be viewed as an exception to the Terms and Conditions.

CONFIDENTIAL INFORMATION. DAS procures goods and services through a Request for Proposal (RFP), in a transparent manner. As such, the process to procure goods and services by DAS is open to inspection by the public. DAS makes available prices (offered and accepted), terms of payment, proposal materials, evaluation scores, product information, and other types of information DAS uses in evaluating and/or awarding the Contract. Further, DAS will open for public inspection all proposals provided to DAS in response to this RFP.

Therefore, an Offeror should not provide DAS with any information that the Offeror wishes DAS not to provide to the public pursuant to a public request for such information. (Note: DAS will attempt to redact ancillary personal information such as social security numbers and Tax Identification Numbers from public inspection). Additionally, the Offeror must understand that all Proposals and other material submitted will become the property of the State and may be returned only at the State's option. Proprietary information should not be included in a Proposal or supporting materials because DAS will have the right to use any materials or ideas submitted in any Proposal without compensation to the Offeror.

However, if the Offeror chooses to include information it deems proprietary or trade secret information, the Offeror may designate such information as confidential and request that such information not be considered as public records and open for inspection. DAS shall review such requests provided the following:

1. The Offeror provides both an electronic copy and paper (hard) copies of the Proposal;
2. The Offeror clearly designates such information as confidential, proprietary, or trade secret, as appropriate at the time of Proposal submission;
3. The Offeror submits the designated material in a sealed container clearly marked “Confidential” and such material is readily separable from the Proposal; and
4. The Offeror redacts such information from the electronic copy of the Proposal.

DAS will review such information to determine whether the material is of such nature that confidentiality is warranted.

The decision as to whether such confidentiality is appropriate rests solely with DAS. If DAS determines that the information marked as confidential, trade secret, or proprietary, is not ancillary to the Proposal and that DAS needs such information in the evaluation of the proposal or that the information does not meet a statutory exception to disclosure, DAS will make the information available to the public. DAS will inform the Offeror, in writing, of the information DAS does not consider confidential for purposes of public disclosure.

Upon receipt of DAS’ determination that all or some portion of the Offeror’s designated information is not confidential, the Offeror may exercise the following options:

1. Withdraw the Offeror’s entire Proposal;
2. Request that DAS evaluate the Proposal without certain information DAS deemed “public” (DAS will return such information to the Offeror); or
3. Withdraw the designation of confidentiality, trade secret, or proprietary information for such information and request DAS review the Proposal in its entirety.

Finally, if information submitted in the Proposal is not marked as “Confidential”, it will be determined that the Offeror waived any right to assert such confidentiality.

DAS will retain all Proposals, or a copy of them, as part of the Contract file for at least ten (10) years. After the retention period, DAS may return, destroy, or otherwise dispose of the Proposals or the copies.

WAIVER OF DEFECTS. DAS may waive any defects in any Proposal or in the submission process followed by an Offeror. DAS will only do so if it believes that it is in the State’s interests and will not cause any material unfairness to other Offerors.

MULTIPLE OR ALTERNATE PROPOSALS. DAS accepts multiple Proposals from a single Offeror, but DAS requires each such Proposal be submitted separately from every other Proposal the Offeror makes. Additionally, the Offeror must treat every Proposal submitted as a separate and distinct submission and include in each Proposal all materials, information, documentation, and other items this RFP requires for a Proposal to be complete and acceptable. No alternate Proposal may incorporate materials by reference from another Proposal made by the Offeror or refer to another Proposal. DAS will judge each alternate Proposal on its own merit.

ADDENDA TO PROPOSALS. Addenda or withdrawals of Proposals will be allowed only if the addendum or withdrawal is received before the Proposal due date. No addenda or withdrawals will be permitted after the due date, except as authorized by this RFP.

PROPOSAL INSTRUCTIONS. Each Proposal must be organized in an indexed binder ordered in the same manner as the response items are ordered in Attachment Two of this RFP.

DAS wants clear and concise Proposals. Offerors should, however, take care to completely answer questions and meet the RFP's requirements thoroughly. All Offerors, including current contract holders, if applicable, must provide detailed and complete responses as Proposal evaluations, and subsequent scores, are based solely on the content of the Proposal.

No assumptions will be made or values assigned for the competency of the Offeror whether or not the Offeror is a current or previous contract holder.

The requirements for the Proposal's contents and formatting are contained in an attachment to this RFP.

DAS will not be liable for any costs incurred by an Offeror in responding to this RFP, regardless of whether DAS awards the Contract through this process, decides not to go forward with the Project, cancels this RFP for any reason, or contracts for the Project through some other process or by issuing another RFP.

PART FOUR: EVALUATION OF PROPOSALS

EVALUATION OF PROPOSALS. The evaluation process consists of, but is not limited to, the following steps:

1. Certification. DAS shall open only those proposals certified as timely by the Auditor of State.

2. Initial Review. DAS will review all certified Proposals for format and completeness. DAS normally rejects any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow an Offeror to submit a correction. If the Offeror meets the formatting and mandatory requirements listed herein, the State will continue to evaluate the proposal.

3. Proposal Evaluation. The procurement representative responsible for this RFP will forward all timely, complete, and properly formatted Proposals to an evaluation committee, which the procurement representative will chair. The evaluation committee will rate the Proposals submitted in response to this RFP based on criteria and weight assigned to each criterion.

   The evaluation committee will evaluate and numerically score each Proposal that the procurement representative has determined to be responsive to the requirements of this RFP. The evaluation will be according to the criteria contained in this Part of the RFP. An attachment to this RFP may further refine these criteria, and DAS has a right to break these criteria into components and weight any components of a criterion according to their perceived importance.

   The committee may also have the Proposals or portions of them reviewed and evaluated by independent third parties or various State personnel with technical or professional experience that relates to the Work or to a criterion in the evaluation process. The committee may also seek reviews of end users of the Work or the advice or evaluations of various State committees that have subject matter expertise or an interest in the Work. In seeking such reviews, evaluations, and advice, the committee will first decide how to incorporate the results in the scoring of the Proposals. The committee may adopt or reject any recommendations it receives from such reviews and evaluations.

   The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of DAS, any Proposal, in which the Offeror received a significant number of zeros for sections in the technical portions of the evaluation, may be rejected.

   DAS will document all major decisions in writing and make these a part of the Contract file along with the evaluation results for each Proposal considered.

4. Clarifications & Corrections. During the evaluation process, DAS may request clarifications from any Offeror under active consideration and may give any Offeror the opportunity to correct defects in its Proposal if DAS believes doing so does not result in an unfair advantage for the Offeror and it is in the State's best interests. Any clarification response that is broader in scope than what DAS has requested may result in the Offeror's proposal being disqualified.

5. Interviews, Demonstrations, and Presentations. DAS may require top Offerors to be interviewed. Such presentations, demonstrations, and interviews will provide an Offeror with an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow DAS an opportunity to test or probe the professionalism, qualifications, skills, and work knowledge of the proposed candidates. The presentations, demonstrations, and interviews will be scheduled at the convenience and discretion of DAS. DAS may record any presentations, demonstrations, and interviews. No more than the top three (3) Proposals may be requested to present an oral presentation of their proposed Work Plan to the committee.

6. Contract Negotiations. Negotiations will be scheduled at the convenience of DAS. The selected Offeror(s) are expected to negotiate in good faith.

   a. General. Negotiations may be conducted with any Offeror who submits a competitive Proposal, but DAS may limit discussions to specific aspects of the RFP. Any clarifications, corrections, or negotiated revisions that may occur during the negotiations phase will be reduced to writing and incorporated in the RFP, or the Offeror's Proposal, as appropriate. Negotiated changes that are reduced to writing will become a part of the Contract file open to inspection to the public upon award of the Contract. Any Offeror whose response continues to be competitive will be accorded fair and equal treatment with respect to any clarification, correction, or revision of the RFP and will be given the opportunity to negotiate revisions to its Proposal based on the amended RFP.

   b. Top-ranked Offeror. Should the evaluation process have resulted in a top-ranked Proposal, DAS may limit negotiations to only that Offeror and not hold negotiations with any lower-ranking Offeror. If negotiations are unsuccessful with the top-ranked Offeror, DAS may then go down the line of remaining Offerors, according to

rank, and negotiate with the next highest-ranking Offeror. Lower-ranking Offerors do not have a right to participate in negotiations conducted in such a manner.

c. Negotiation with Other Offerors. If DAS decides to negotiate with all the remaining Offerors, or decides that negotiations with the top-ranked Offeror are not satisfactory and negotiates with one or more of the lower-ranking Offerors, DAS will then determine if an adjustment in the ranking of the remaining Offerors is appropriate based on the negotiations. The Contract award, if any, will then be based on the final ranking of Offerors, as adjusted.

Negotiation techniques that reveal one Offeror's price to another or disclose any other material information derived from competing Proposals are prohibited. Any oral modification of a Proposal will be reduced to writing by the Offeror as described below.

d. Post Negotiation. Following negotiations, DAS may set a date and time for the submission of best and final Proposals by the remaining Offeror(s) with which DAS conducted negotiations. If negotiations were limited and all changes were reduced to signed writings during negotiations, DAS need not require the submissions of best and final Proposals.

It is entirely within the discretion of DAS whether to permit negotiations. An Offeror must not submit a Proposal assuming that there will be an opportunity to negotiate any aspect of the Proposal. DAS is free to limit negotiations to particular aspects of any Proposal, to limit the Offerors with whom DAS wants to negotiate, and to dispense with negotiations entirely.

DAS generally will not rank negotiations. The negotiations will normally be held to correct deficiencies in the preferred Offeror's Proposal. If negotiations fail with the preferred Offeror, DAS may negotiate with the next Offeror in ranking. Alternatively, DAS may decide that it is in the interests of the State to negotiate with all the remaining Offerors to determine if negotiations lead to an adjustment in the ranking of the remaining Offerors.

From the opening of the Proposals to the award of the Contract, everyone working on behalf of the State to evaluate the Proposals will seek to limit access to information contained in the Proposals solely to those people with a need to know the information. They will also seek to keep this information away from other Offerors, and the evaluation committee will not be allowed to tell one Offeror about the contents of another Offeror's Proposal in order to gain a negotiating advantage.

Before the award of the Contract or cancellation of the RFP, any Offeror that seeks to gain access to the contents of another Offeror's Proposal may be disqualified from further consideration.

The written changes will be drafted and signed by the Offeror and submitted to DAS within a reasonable period of time. If DAS accepts the change, DAS will give the Offeror written notice of DAS' acceptance. The negotiated changes to the successful offer will become a part of the Contract.

e. Failure to Negotiate. If an Offeror fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, DAS may terminate negotiations with that Offeror and collect on the Offeror's proposal bond, if a proposal bond was required in order to respond to this RFP.

7. Best and Final Offer. If best and final proposals, or best and final offers (BAFOs), are required, they may be submitted only once; unless DAS makes a determination that it is in the State's interest to conduct additional negotiations. In such cases, DAS may require another submission of best and final proposals. Otherwise, discussion of or changes in the best and final proposals will not be allowed. If an Offeror does not submit a best and final proposal, the Offeror's previous Proposal will be considered the Offeror's best and final proposal.

8. Determination of Responsibility. DAS may review the highest-ranking Offerors or its key team members to ensure that the Offeror is responsible. The Contract may not be awarded to an Offeror that is determined not to be responsible. DAS' determination of an Offeror's responsibility may include the following factors: the experience of the Offeror and its key team members; past conduct and past performance on previous contracts; ability to execute this contract properly; and management skill. DAS will make such determination of responsibility based on the Offeror's Proposal, reference evaluations, and any other information DAS requests or determines to be relevant.

9. Reference Checks. DAS may conduct reference checks to verify and validate the Offeror's or proposed candidate's past performance. Reference checks indicating poor or failed performance by the Offeror or proposed candidate may be cause for rejection of the proposal. In addition, failure to provide requested reference contact information may result in DAS not including the referenced experience in the evaluation process.

The reference evaluation will measure the criteria contained in this part of the RFP as it relates to the Offeror's previous contract performance including, but not limited, to its performance with other local, state, and federal entities. DAS reserves the right to check references other than those provided in the Offeror's Proposal. DAS may

obtain information relevant to criteria in this part of the RFP, which is deemed critical to not only the successful operation and management of the Project, but also the working relationship between the State and the Offeror.

FINANCIAL ABILITY. Part of the Proposal evaluation criteria is the qualifications of the Offeror which include, as a component, the Offeror's financial ability to perform the Contract. This RFP may expressly require the submission of financial statements from all Offerors in the Proposal contents attachment. If the Proposal contents attachment does not make this an expressed requirement, DAS may still insist that an Offeror submit audited financial statements for up to the past three (3) years if DAS is concerned that an Offeror may not have the financial ability to carry out the Contract.

In evaluating an Offeror's financial ability, the weight DAS assigns, if any, to that financial ability will depend on whether the Offeror's financial position is adequate or inadequate. That is, if the Offeror's financial ability is adequate, the value assigned to the Offeror's relative financial ability in relation to other Offerors may or may not be significant, depending on the nature of the Work. If DAS believes the Offeror's financial ability is not adequate, DAS may reject the Proposal despite its other merits.

DAS will decide which phases are necessary. DAS has the right to eliminate or add phases at any time in the evaluation process.

To maintain fairness in the evaluation process, all information sought by DAS will be obtained in a manner such that no Offeror is provided an unfair competitive advantage.

MANDATORY REQUIREMENTS. The following Table 1 contains items that are considered minimum requirements for this RFP.

Determining the Offeror's ability to meet the minimum requirements is the first step of the DAS evaluation process. The Offeror must demonstrate, to DAS, it meets all minimum requirements listed in the Mandatory Requirements section (Table 1). The Offeror's response to the minimum requirements must be clearly labeled "Mandatory Requirements" and collectively contained in Tab 1 of the Offeror's Proposal in the "Cover Letter and Mandatory Requirements" section. (Refer to Attachment Two of the RFP document for additional instructions.)

DAS may evaluate Tab 1, alone, to determine whether the Proposal meets all Mandatory Requirements. If the information contained in Tab 1 does not clearly meet every Mandatory Requirement, the Proposal may be disqualified by DAS and DAS will not evaluate any other portion of the Proposal.

TABLE 1 - MANDATORY PROPOSAL REQUIREMENTS

Mandatory Requirements	Accept	Reject
1. The Offeror has provided daily regularly scheduled package delivery services to at least 200 locations for at least two years within the past five years.		

If the State receives no Proposals meeting all of the mandatory requirements, the State may elect to cancel this RFP.

PROPOSAL EVALUATION CRITERIA. If the Offeror provides sufficient information to DAS, in Tab 1, of its proposal, demonstrating it meets the Mandatory Requirements, the Offeror's Proposal will be included in the next part of the evaluation process which involves the scoring of the Proposal Technical Requirements, followed by the scoring of the Cost Proposals. In the Proposal evaluation phase, DAS rates the Proposals submitted in response to this RFP based on the following listed criteria and the weight assigned to each criterion. The possible points allowed in this RFP are distributed as indicated in the Table 2 - Scoring Breakdown.

TABLE 2 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	600 Points
Proposal Cost	400 Points
Total	1,000 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET 0 POINTS	WEAK 1 POINT	WEAK TO MEETS 2 POINTS	MEETS 3 POINTS	MEETS TO STRONG 4 POINTS	STRONG 5 POINTS

DAS will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total Technical Score in Table 3. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded.

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

TABLE 3 - TECHNICAL PROPOSAL EVALUATION

Criterion	Weight	Rating (0=Does not Meet to 5=Strong)	Extended Score
Offeror Profile			
1. The Offeror has provided daily regularly scheduled package delivery services to at least 200 locations for at least two years within the past five years.	**30**		
Scope of Work			
1. Staffing Plan	**20**		
2. Work Plan	**25**		
3. Contractor Transition Plan	**20**		
4. Customer Service Plan	**25**		

Total Technical Score: _____

In this RFP, DAS asks for responses and submissions from Offerors, most of which represent components of the above criteria. While each criterion represents only a part of the total basis for a decision to award the Contract to an Offeror, a failure by an Offeror to make a required submission or meet a mandatory requirement will normally result in a rejection of that Offeror's Proposal. The value assigned above to each criterion is only a value used to determine which Proposal is the most advantageous to the State in relation to the other Proposals that DAS received.

Once the technical merits of a Proposal are evaluated, the costs of that Proposal will be considered. It is within DAS' discretion to wait to factor in a Proposal's cost until after any interviews, presentations, demonstrations or discussions. Also, before evaluating the technical merits of the Proposals, DAS may do an initial review of costs to determine if any Proposals should be rejected because of excessive cost. DAS may reconsider the excessiveness of any Proposal's cost at any time in the evaluation process.

COST PROPOSAL POINTS. DAS will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table. "Cost" = Total estimated annual cost identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion.

An example for calculating cost points, where Maximum Allowable Cost Points Value = 60 points, is the scenario where Offeror X has proposed a cost of $100.00. Offeror Y has proposed a cost of $110.00 and Offeror Z has proposed a cost of $120.00. Offeror X, having the lowest cost, would get the maximum 60 cost points. Offeror Y's cost points would be calculated as $100.00 (Offeror X's cost) divided by $110.00 (Offeror Y's cost) equals 0.909 times 60 maximum points, or a total of 54.5 points. Offeror Z's cost points would be calculated as $100.00 (Offeror X's cost) divided by $120.00 (Offeror Z's cost) equals 0.833 times 60 maximum points, or a total of 50 points.

Cost Score: _____

FINAL STAGES OF EVALUATION. The Offeror with the highest point total from all phases of the evaluation (Technical Points + Cost Points) will be recommended for the next phase of the evaluation.

Technical Score: _____ + Cost Score: _____ = Total Score: _____

If DAS finds that one or more Proposals should be given further consideration, DAS may select one or more of the highest-ranking Proposals to move to the next phase. DAS may alternatively choose to bypass any or all subsequent phases and make an award based solely on the proposal evaluation phase.

REJECTION OF PROPOSALS. DAS may reject any Proposal that is not in the required format, does not address all the requirements of this RFP, or that DAS believes is excessive in price or otherwise not in its interests to consider or to accept. In addition, DAS may cancel this RFP, reject all the Proposals, and seek to do the Project through a new RFP or by other means.

DISCLOSURE OF PROPOSAL CONTENTS. DAS will seek to open the Proposals in a manner that avoids disclosing their contents. Additionally, DAS will seek to keep the contents of all Proposals confidential until the Contract is awarded. DAS will prepare a registry of Proposals containing the name and address of each Offeror. That registry will be open for public inspection after the Proposals are opened.

PART FIVE: AWARD OF THE CONTRACT

CONTRACT AWARD. DAS plans to award the Contract based on the schedule in the RFP, if DAS decides the Project is in the best interests of the State and has not changed the award date.

The signature page for the Contract is included as Attachment Four of this RFP. In order for an Offeror's Proposal to remain under active consideration, the Offeror must sign, the two (2) copies enclosed, in blue ink and return the signed Contracts to DAS with its response. Submittal of a signed Contract does not imply that an Offeror will be awarded the Contract. In awarding the Contract, DAS will issue an award letter to the selected Contractor. The Contract will not be binding on DAS until the duly authorized representative of DAS signs both copies and returns one (1) to the Contractor, the Agencies issue a purchase order, and all other prerequisites identified in the Contract have occurred.

DAS expects the Contractor to commence work upon receipt of a state issued purchase order. If DAS awards a Contract pursuant to this RFP and the Contractor is unable or unwilling to commence the work, DAS reserves the right to cancel the Contract and return to the original RFP process and evaluate any remaining Offeror Proposals reasonably susceptible of being selected for award of the Contract. The evaluation process will resume with the next highest ranking, viable Proposal.

CONTRACT. If this RFP results in a Contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's accepted Proposal and written authorized addenda to the Contractor's Proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The general terms and conditions for the Contract are contained in Attachment Three of this RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Offeror's proposal, as amended, clarified, and accepted by DAS; and
4. The documents and materials incorporated by reference in the Offeror's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART ONE: WORK REQUIREMENTS

This attachment describes the Project and what the Contractor must do to complete the Project satisfactorily. It also describes what the Contractor must deliver as part of the completed Project (the "Deliverables"), and it gives a detailed description of the Project's schedule.

SCOPE OF WORK.

The goal of this RFP is to award a single Contract to a qualified and highly experienced Contractor for library resource sharing that will deliver library materials from one Participating Library to another Participating Library, using a single shipping system with a predefined daily schedule and list of locations. Sites may have two, three, four or five days of service per week, with a few provided exceptions. The system should accommodate standard packaging and labeling, without requiring packaging and labeling for each individual library item. Additionally, some use of non-standard packaging (cardboard boxes and padded mailers) will be allowed with standard labeling.

For the purpose of this Contract, the Contractor shall include any courier or other services subcontracted by the Contractor. This contract is with the Contractor and all responsibility for compliance with the terms of this contract and liability associated with this contract reside with the Contractor. The Contractor shall be considered the sole point of contact with regard to contractual stipulations, to include payment of all charges resulting from the purchase of subcontractor services or goods necessary for fulfillment of this contract, and the Contractor shall be responsible for meeting all requirements of the contract.

Statewide delivery services will be provided to the Participating Libraries as listed in Attachments TEN and ELEVEN. These attachments are subject to revision due to the addition, change, and/or deletion of Participating Libraries and/or their level of or days of service.

I. Definitions.

Agency is defined as either OHL or LIB.

Pick-up and delivery site is defined as a pre-specified location within a building (such as library) where service is provided.

Service is defined as arrival no more than once per day (except where noted), Monday through Friday excluding State holidays, to a pick-up and delivery site for the purpose of picking up and/or delivering library materials. The Contractor is responsible for the loading and unloading of library materials from vehicles to a destination within the Participating Library.

Standard business day is defined as 8:00 a.m. to 5:00 p.m. unless the Contractor and Participating Library agree to a different time period. Some library locations, such as the SEO Library Center, require delivery services beyond the standard business day.

Courier is defined as the firm or individual providing the service, if the Contractor subcontracts this portion of the contract. However, it should be noted that the contract shall be between the Contactor and the Agencies, and the Contractor shall be the party responsible for compliance with the terms of the contract and any liability associated therewith.

Participating Library is defined as a Contractor serviced pick-up and delivery site.

Forwarding site is defined as a library or facility that is not directly serviced by the Contractor, but which sends and receives parcels through a Participating Library by means other than through the Contractor. Forwarding site information would appear on the shipping label, but is ignored by the Contractor. Some examples of forwarding sites would include branch libraries, libraries in close proximity served by a local shuttle, school district offices, etc..

Shipping Label is defined as a standard formatted label with information such as From:, To: and Forwarding site information. The label will allow for vendor specific information if requested.

Library materials are defined as books, journals, photocopies, CDs, DVDs, and other material normally held in library collections for use by library patrons. The exchange of standard reusable shipping materials is also permitted.

Shipment is defined as the set of library materials sent from one pick-up and delivery site to another on a given day.

Direct billed Participating Library is defined as a pick-up and delivery site that receives an invoice from the Contractor.

Centralized billing is defined as an Agency receiving a detailed invoice for multiple pick-up and delivery sites.

II. Contractor Services and Requirements. The Contractor must provide the following services and meet the following RFP requirements to perform the Work as defined.

A. Shipping, Delivery and Tracking

Contractor must provide a two business day delivery schedule from any Participating Library to any other Participating Library. For Participating Libraries with less than 5 day a week service, the Contractor must deliver the materials on the next service day for the Participating Library on/or after the two day requirement.

Contractor must ensure the delivery of all materials shipped in accordance with the terms of the contract.

Contractor must ensure the return of any undeliverable items to the sender, at no additional cost.

Contractor must be responsible for parcels, including the library materials and containers (such as bags) while such materials are in the possession of Contractor or Contractor's courier.

Materials must be delivered to a designated location within each Participating Library.

All containers should be picked up at the Participating Library as prepared for that day's shipment. If there is a large deviation from the standard shipping volume at a Participating Library, the Participating Library will contact the Contractor as soon as it is known there will be a change in volume. For a large infrequent deviation in volume, the Contractor may request a second per-stop charge. The Contractor and designated Participating Library contact must agree to this additional charge before the charge can be added to the invoice.

The SEO Library Center in Caldwell requires two stops per day with a drop off of items in the morning and a pick-up of items in the evening. Other Participating Library locations may request delivery services more than once per day.

Some Participating Library locations require one day in advance on-call pick-up services. These libraries would call ahead only if they require pick-up services. If materials are to be delivered to such a location it would follow the required two day delivery requirement.

The use of a lockbox for pick-up and delivery at a Participating Library may be allowed if the Participating Library is in agreement.

Some Participating Library locations, primarily K-12 libraries, will have a 34 week schedule from September to June.

Contractor is allowed to carry library materials on vehicles with other customer packages.

It is highly desirable, but not required, that the Contractor provide a robust tracking facility for all packages with detailed monthly statistical reporting on service levels and pick-up and delivery volume by location.

B. Packaging

Contractor must accommodate the use of courier bags and allow for the use of other packaging including regular envelopes, padded envelopes, small zippered cloth bags, plastic lidded totes, and/or cardboard boxes. The majority of Participating Libraries use cloth bags, padded envelopes, cardboard boxes and plastic lidded totes to ship materials. The cloth bags have clear plastic windows to accept the standardized shipping labels.

In three isolated cases: Cuyahoga Community College Western Campus, Wright State University Main Library and Kent State University Main Library, library materials are regularly sent via hard plastic or cardboard containers with dimensions no greater than 24" x 14" x 18" to and from the OCLC pick-up and delivery site. The average daily volume is 1-4 containers per site. For a large deviation in this volume, the Contractor may request a second per-stop charge. The Contractor and designated Participating Library contact must agree to this additional charge before the charge can be added to the invoice.

Contractor is responsible for handling packages from a Participating Library in a professional manner to

eliminate damaging library materials that could be permanently damaged e.g. by liquids and or dropping. Instances of damage to shipping containers should be noted and immediately reported to the Participating Library and the Contractor.

C. Labeling

Agencies will provide access to a standardized shipping label for use by all Participating Libraries (see attachment twelve). Participating Libraries will have access to print required labels.

Contractor must accommodate the use of this standardized label indicating originating Library, destination Library and optional Forwarding site.

Contractor may request the addition of Contractor specific information on the standardized label.

D. Schedule

Contractor must ensure pick-up and delivery at each Participating Library is completed according to the level of service specified for that location. Permitted exceptions to the daily pick-up and delivery schedule are road closures and severe inclement weather, as evidenced by school or other public building closures.

Contractor must contact each Participating Library every six months to review couriers and the Participating Library's current and future needs. The Contractor shall establish a pick-up location and time during the standard business day for each Participating Library. Service schedules may be changed occasionally, with no less than one week (7 days) prior written notice, and with the agreement by the contact person at the Participating Library.

If the Contractor is unable to service a Participating Library, the Contractor must contact the Participating Library contact person. The Contractor will also issue a credit to the Participating Library for any missed service at a Participating Library location.

Contractor must supply Agencies with delivery schedules along with any updates to services for all Participating Libraries within seven days of any changes.

If the Contractor makes delivery driver staffing changes, the Contractor will notify the Participating Library of those changes whenever possible in no case will notice be provided later than seven days. This will ensure the Participating Library is aware of changes in individuals entering and/or leaving their facility.

Contractor must ensure service at the Participating Library is within a two hour window during normal business hours of 8 a.m. to 5 p.m.. Permitted exceptions to pick-up time would be road closures and severe inclement weather, as evidenced by school or other public building closures.

The SEO Library Center in Caldwell requires a delivery of materials (around 11:00 am) by the Contractor and a pick-up of materials (around 10:00 pm) by the Contractor each day. This pick-up and delivery also require a dedicated vehicle due to volume.

E. Transit time

Contractor must provide two business day delivery services between all Participating Libraries. Permitted exceptions to the daily pick-up and delivery schedule are road closures and severe inclement weather, as evidenced by school or other public building closures. Delivery to Participating Libraries with less than four day a week pick-up/delivery schedules may exceed the two day delivery requirement depending on the number of days of service the Participating Library receives.

F. Communication

Contractor must communicate directly with the designated Participating Library contact person to resolve routine service problems. Agencies will also communicate with Contractor regarding service problems.

Contractor must communicate with the Agencies regarding the overall delivery program, including service issues and potential changes in service.

At the Agency's discretion, Contractor and Agencies will meet as needed, but at least semi-annually to review the delivery program.

If Contractor's shipping system utilizes multiple couriers, Contractor must guarantee uninterrupted service.

Agencies or Contractor must maintain a web based facility for submitting add/change service requests, packaging materials requests and Contractor complaints. Both the Agencies and Contractor will receive all correspondence from this site.

G. Customer Service

Contractor must provide access via Internet (web) and/or e-mail and toll free phone for inquiries regarding packages, invoices, producing standardized mailing labels for each Participating Library, tracking information, scheduling updates, on call pick-ups and guidelines regarding timetables, etc.

Contractor must be available to answer inquires during standard business hours as defined in the RFP.

Contractor must follow-up with the Participating Library by the close of the next business day for any inquires not immediately resolved at the time received.

Contractor must provide a single point of contact for all clients.

Contractor must maintain the ability to communicate directly with all clients (designated site representatives) via phone and e-mail.

Contractor must respond in writing to all client complaints within 48 hours.

Contractor must provide written status to the Participating Library and Agency of any delivery service issues within 48 hours of the issue. Record of all client complaints and resolutions will be maintained by the Contractor and accessible to all clients.

H. Other locations

Forwarding Sites may participate in the services to be tendered by this Contract, by sending and receiving materials via Participating Libraries. Neither the Agencies nor the Participating Library shall be required to notify the Contractor regarding changes in Forwarding Sites. For items destined for Forwarding Sites, the Forwarding Site will be shown on a separate section of the standardized shipping label not intended for the Contractor. Contractor has no business relationship with Forwarding Sites and courier responsibilities apply only to shipments between Participating Libraries.

I. Price

The price as defined on the Cost Summary Form is a per-stop fixed price (except for the noted exceptions) for all Participating Libraries. For example, a participating library with five day a week service would be billed five times the per-stop price each week. Whereas, a Participating Library with two day a week service would be billed two times the per-stop price each week.

The Contractor must provide a new Participating Library with the same per-stop pricing.

Next day on call sites will be charged the per-stop price for days they receive a delivery or call for a pick-up. If a delivery falls on a day the library has called for a pick-up, only one per-stop price may be invoiced.

The price shall remain fixed for the first term of the Contract, which is from the Contract award date through June 30, 2013. Price changes are limited to once per renewal, and restricted to a price increase no higher than the Producer Price Index for the 12-month period ending March 31. Any price increase must be agreed to by April 30 to be applied starting July 1 of that year. Fuel surcharges are determined on a quarterly basis.

Fuel surcharges may be assessed as defined in this RFP.

Contractor must make available price decreases, cost reduction incentives, or other discounts available to Agencies. If Contractor enters into other contracts for similar services on more favorable terms, Contractor must make such terms available to Agencies.

J. Fuel Surcharge

If a Contractor chooses to add a fuel surcharge, it will be based on the information provided in attachment thirteen (Fuel Surcharge Table) included in the Offeror's proposal.

The fuel surcharge will be calculated using the US Department of Energy, Weekly Retail On-Highway Diesel Prices as posted to the following website http://www.eia.doe.gov/oog/info/wohdp/diesel.asp for the Midwest region.

For the current quarter, the price per gallon will be the average of the previous quarters 13 week price per gallon posted values. This quarterly average will be used to look up a percentage increase on attachment thirteen that will be applied to the fixed price per-stop prices as provided on the Cost Summary Form to provide the current quarterly price per-stop charges.

For example:

the average price per gallon for the fourth quarter of 2010 would be:
12/27/10 3.278 12/20/10 3.229 12/13/10 3.205 12/06/10 3.175 11/29/10 3.144 11/22/10 3.156
11/15/10 3.167 11/08/10 3.102 11/01/10 3.049 10/25/10 3.048 10/18/10 3.063 10/11/10 3.055
10/04/10 2.990
Average = 3.128 rounded to $3.13 per gallon.
Assume the value at $3.13 on attachment thirteen is 2% and the price per-stop value is $10.00 on the Cost Summary Form, then the price per-stop for the first quarter of 2011 would be $10.20.

K. Claims

Participating Libraries must submit claims for lost or damaged materials directly to the Contractor within sixty (60) days of the incident. Contractor must reimburse the Participating Library within thirty (30) days of receipt of the claim.

Participating Libraries must report service issues such as missed pick-ups or deliveries, service window issues and longer than two day deliveries within 48 hours.

L. Penalties

The expected level of service is greater than 80% on-time pick-up/delivery performance. If the level of service falls below the 80% expectation for a Participating Library during any month, a 20% credit for that month will be applied to the next months invoice. The penalty only applies to unexcused performance issues.

All complaints must receive a written response to the Participating Library within 48 hours of submission of the complaint. This response must be either a resolution or the steps to be taken to achieve a timely resolution. Complaints other than service (item L) and lost or damaged items (item K) must be resolved in a timely manner to the satisfaction of the Participating Library. Failure to resolve the complaint in a timely manner will result in the Participating Library requesting a credit on the next months invoice for the amount related to the complaint.

M. Contract Administration and Billing

Contactor must submit monthly detailed reports of activities including claims for lost or damaged materials to Agencies at no charge.

Contractor must submit detailed monthly invoices to Agencies (and direct bill sites) for services provided.

The Contractor will designate a Project Manager to be responsible for the contract and to provide coordination with the Agency Representatives and designated site representatives.

The Contractor will provide names, titles, and qualifications of individuals that will be assigned to this contract. The Contractor will also provide the areas of expertise and the experience these individuals have with projects/contracts of similar scope and nature. Projected increases in staff during the contract period should also be provided.

Contractor must not use the name of OhioLINK, the State Library of Ohio or any Participating Library or Institution in advertising without first obtaining written consent from the Agencies and the Participating Library.

III. Participating Library and Agency Services and Requirements. The Participating Libraries and Agencies must provide the following services and meet the following requirements:

Participating Library contact persons will supply Contractor with vicinity map, parking instructions, access to facility, etc. upon request.

If a Participating Library is to be removed from receiving service, the Participating Library will notify the Agency and the Contractor with seven (7) days advance notice, if possible.

If a Participating Library is to be added for receiving service, the Participating Library will notify the Agency and the Contractor with seven (7) days advance notice, if possible.

If a Participating Library requests changes to their service level, the Participating Library will notify the Agency and the Contractor with seven (7) days advance notice, if possible.

Agency and/or Participating Library will provide packaging (cloth bags, plastic lidded totes, padded mailers, etc.) for the delivery of library materials.

The Agencies will provide a labeling system for use by all Participating Libraries through an Agency website. Contractor will notify Agency of any changes that will impact information displayed on the labels.

ATTACHMENT ONE: WORK REQUIREMENTS AND SPECIAL PROVISIONS
PART TWO: SPECIAL PROVISIONS

THE OFFEROR'S FEE STRUCTURE. The Contractor will be paid as proposed on the Cost Summary Form and Fuel Surcharge Table only after the Agency or direct billed Participating Library approval of Contractor provided detailed monthly invoices.

REIMBURSABLE EXPENSES. None.

BILL TO ADDRESS.

OhioLink central billing address:

OhioLINK
35 East Chestnut
8th Floor
Columbus, OH 43215

State Library of Ohio central billing address:

State Library of Ohio
Attn: Fiscal Services
274 East First Avenue, Suite 100
Columbus, OH 43201

The direct billing site addresses will be provided upon contract award.

ATTACHMENT TWO: REQUIREMENTS FOR PROPOSALS

PROPOSAL FORMAT. Each Proposal must include sufficient data to allow the State to verify the total cost for the Project and all of the Offeror's claims of meeting the RFP's requirements. Each Proposal must respond to every request for information in this attachment whether the request requires a simple "yes" or "no" or requires a detailed explanation. Simply repeating the RFP's requirement and agreeing to comply will be an unacceptable response and may cause the Proposal to be rejected.

These instructions describe the required format for a responsive Proposal. The Offeror may include any additional information it believes is relevant. An identifiable tab sheet must precede each section of a Proposal, and each Proposal must follow the format outlined below. All pages, except pre-printed technical inserts, must be sequentially numbered. Any material deviation from the format outlined below may result in a rejection of the non-conforming Proposal.

Each Proposal must contain the following information, chronologically in order, with tabbed sections as listed below:

1. Cover Letter and Mandatory Requirements
2. Certification
3. Signed Contracts (two originals required)
4. Offeror Profile and Prior Projects
5. Offeror References
6. Staffing Plan
7. Personnel Profile Summary
8. Work Plan
9. Customer Service Plan
10. Contractor Transition Plan
11. Support Requirements
12. Conflict of Interest Statement
13. Assumptions
14. Proof of Insurance
15. Payment Address
16. Contract Performance
17. W-9 Form and Additional Vendor Information Form
18. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA)
19. Affirmative Action Plan
20. Banning the Expenditure of Public Funds on Offshore Services
21. Fuel Surcharge Table
22. Cost Summary Form

REQUIREMENTS:

1. Cover Letter. The cover letter must be in the form of a standard business letter and must be signed by an individual authorized to legally bind the Offeror. The cover letter will provide an executive summary of the solution the Offeror plans to provide. The letter must also have the following:

    a. A statement regarding the Offeror’s legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
    b. A list of the people who prepared the Proposal, including their titles.
    c. The name, phone number, fax number, e-mail address, and mailing address of a contact person who has authority to answer questions regarding the Proposal.
    d. A list of all subcontractors, if any, that the Offeror will use on the Project if the Offeror is selected to do the Work.
    e. For each proposed subcontractor, the Offeror must attach a letter from the subcontractor, signed by someone authorized to legally bind the subcontractor, with the following included in the letter:

        1) The subcontractor's legal status, tax identification number, and principal place of business address.
        2) The name, phone number, fax number, e-mail address, and mailing address of a person who is authorized to legally bind the subcontractor to contractual obligations.
        3) A description of the work the subcontractor will do.
        4) A commitment to do the work if the Offeror is selected.
        5) A statement that the subcontractor has read and understood the RFP and will comply with the requirements of the RFP.
        6) A statement that the Subcontractor will maintain any permits, licenses, and certifications required to perform work.

f. A statement that the Offeror's proposed solution for the Project meets all the requirements of this RFP.
g. A statement that the Offeror has not taken any exception to the Terms and Conditions.
h. A statement that the Offeror does not assume there will be an opportunity to negotiate any aspect of the proposal.
i. A statement indicating the Offeror will comply with all Federal and Ohio (Ohio Revised Code) Laws and Rules of the Ohio Administrative Code as those law and rules are currently enacted and promulgated, and as they may subsequently be amended and adopted.
j. A statement that the Contractor shall not substitute, at Project start-up, different personnel from those evaluated by the State except when a candidate's unavailability is no fault of the Contractor (e.g., Candidate is no longer employed by the Contractor, is deceased, etc.).
k. A statement that the Offeror is not now, and will not become subject to an "unresolved" finding for recovery under Revised Code Section 9.24, prior to the award of a Contract arising out of this RFP, without notifying DAS of such finding.
l. A statement that all the Offerors personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract. Refer to the Political Contributions paragraph in Attachment Three, Part Seven of this RFP document.
m. All contractors from whom the State or any of its political subdivisions make purchases in excess of $2500.00 shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Annually, each such contractor shall file a description of the affirmative action program and a progress report on its implementation with the Equal Employment Opportunity office of the Department of Administrative Services. Provide a statement that the Offeror has been approved through this affirmative action program. Refer to the Affirmative Action paragraph in Attachment Two and to the Equal Employment Opportunity paragraph in Attachment Three, Part Seven of this RFP.
n. Registration with the Secretary of State. By the signature affixed to this Offer, the Offeror attests that the Offeror is:

   1) An Ohio corporation that is properly registered with the Ohio Secretary of State; or

   2) A foreign corporation, not incorporated under the laws of the state of Ohio, but is registered with the Ohio Secretary of State pursuant to Ohio Revised Code Sections 1703.01 to 1703.31, as applicable.

   Any foreign corporation required to be licensed under Sections 1703.01 to 1703.31 of the Ohio Revised Code, which transacts business in the state of Ohio, without being so licensed, or when its license has expired or been canceled, shall forfeit not less than $250 nor more than ten thousand dollars. No officer of a foreign corporation shall transact business in the state of Ohio, if such corporation is required by Section 1703.01 to 1703.31 of the Revised Code to procure and maintain a license, but has not done so. Whoever violates this is guilty of a misdemeanor of the fourth degree.

   Offeror attests that it is registered with the Ohio Secretary of State.

   The Offeror's Charter Number is: _____.

   Questions regarding registration should be directed to (614) 466-3910 or visit the website at: http://www.sos.state.oh.us

All Offerors who seek to be considered for a contract award must submit a response that contains an affirmative statement using the language in paragraph(s) a. through n. above.

Responses to all Mandatory Requirements from Table 1 must be included in this section (Tab 1).

2. Certification. Each Proposal must include the following certification signed by the individual Offeror.

(Insert Company name) affirms they are the prime Offeror.

(*Insert Company name)* affirms it shall not and shall not allow others to perform work or take data outside the United States without express written authorization from DAS.

(*Insert Company name*) affirms that all personnel provided for the Project, who are not United States citizens, will have executed a valid I-9 form and presented valid employment authorization documents.

(*Insert Company name*) affirms that any small business program participants will provide necessary data to ensure program reporting and compliance.

(*Insert Company name*) agrees that it is a separate and independent enterprise from the state of Ohio, the Agencies, and the Department of Administrative Services. (*Insert Company name*) has a full opportunity to find other business and has

made an investment in its business. Moreover (*Insert Company name*) will retain sole and absolute discretion in the judgment of the manner and means of carrying out its obligations and activities under the Contract. This Contract is not to be construed as creating any joint employment relationship between (*Insert Company name*) or any of the personnel provided by (*Insert Company name*), the Agencies, or the Department of Administrative Services.

(*Insert Company name*) affirms that the individuals supplied under the Contract are either: (1) employees of (*Insert Company name*) with (*Insert Company name*) withholding all appropriate taxes, deductions, or contributions required under law; or (2) independent contractors to (*Insert Company name*).

If the Offeror's personnel are independent Contractors to the Offeror, the certification must also contain the following sentence:

(*Insert Company name*) affirms that it has obtained a written acknowledgement from its independent Contractors that they are separate and independent enterprises from the state of Ohio and the Department of Administrative Services and the Agencies for all purposes including the application of the Fair Labor Standards Act, Social Security Act, Federal Unemployment Tax Act, Federal Insurance Contributions Act, the provisions of the Internal Revenue Code, Ohio tax law, worker's compensation law and unemployment insurance law.

3. Signed Contracts. The Offeror must provide two (2) originally signed, blue ink copies of the included Contract, Attachment Four. Offeror must complete, sign and date both copies of the Contract and include it with their Proposal. (Attachment Four).

4. Offeror Profile and Prior Projects. Each Proposal must include a profile of the Offeror's capability, capacity, and relevant experience working on projects similar to this Work. The profile must also include the Offeror's legal name; address; telephone number; fax number; e-mail address; home office location; date established; ownership (such as public firm, partnership, or subsidiary); firm leadership (such as corporate officers or partners); number of employees; number of employees engaged in tasks directly related to the Work; and any other background information that will help the State gauge the ability of the Offeror to fulfill the obligations of the Contract. The financial stability of the company should also be described and is considered a necessary component of this portion of the Proposal's response. This RFP includes Offeror Profile Summary Form as Attachment Five A which must be completed for the Offeror. The Offeror must use this form and fill it out completely to provide the Offeror requirement information.

   The Offeror shall also provide information on the firm's background as well as evidence that it has in place the personnel, internal procedures, and any other resources required under the terms of the Contract to ensure successful performance and contract compliance. Offerors must describe current operational capacity of the organization and the Offeror's ability to absorb the additional workload resulting from this Project. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

   The Offeror must document previous experience and expertise in providing a minimum of one (1) previous project, similar in size and complexity, in the previous five (5) years. The project(s) must be of similar size, scope and nature. These projects will be part of the evaluation to determine if the Offeror meets the Mandatory Requirements. Details of the similarities must be included. Attachment Five B, (optional C, and D) must be filled out completely for each project provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

5. Offeror References. The Offeror must include a minimum of three (3) references for organizations and/or clients for whom the Offeror has successfully provided services on projects that were similar in their nature, size, and scope to the Work. These references must relate to work that was completed within the past five (5) years. This RFP includes an Offeror Reference Form as Attachment Six. Failure to recreate the form accurately may lead to the rejection of the Offeror's Proposal.

   The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification. Previous experience must include the conduct, management, and coordination of projects. Incumbents must ensure specifics are addressed. Evaluations will not be based on intrinsic knowledge of evaluation committee members.

   The description of the related service shows the Offeror's experience, capability, and capacity to develop this Project's deliverables and/or to achieve this Project's milestones. Details such as the size of the contracting organizations, duration of involvement, level of responsibility, significant accomplishments, as well as a thorough description of the nature of the experience will be required for appropriate evaluation by the committee.

a. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact cannot be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference in the evaluation process.
b. Project Name. The name of the project where the mandatory experience was obtained and/or service was provided.
c. Dates of Experience. Must be completed to show the length of time the Offeror performed the experience being described, not the length of time the Offeror was engaged for the reference. The Offeror must complete these dates with a beginning month and year and an ending month and year.
d. Description of the Related Service Provided. The State does not assume that since the experience requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Offerors must reiterate the experience being described, including the capacity in which the experience was performed and the role of the Offeror on the Project. It is the Offeror's responsibility to customize the description to clearly substantiate the qualification.
e. Description of how the related service shows the Offeror's experience, capability and capacity to develop this Project's deliverables and/or to achieve this Project's milestones.
f. The Offeror's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

When contacted, each reference must be willing to discuss the Offeror's previous performance on projects that were similar in their nature, size, and scope to the Work.

6. Staffing Plan. The Offeror must provide a staffing plan that identifies all key personnel required to do the Project and their responsibilities on the Project. The staffing plan must also include (not identified) the expected non-key personnel and subcontractor staff that will be working on the Project. The State is seeking a staffing plan that matches the proposed Project personnel and qualifications to the activities and tasks that will be completed on the Project. In addition, the plan must have the following information:

a. A list of all key team members with responsibilities assigned to the Project.
b. A contingency plan that shows the ability to add more staff if needed to ensure meeting the Project's due date(s).
c. A discussion of the Offeror's ability to provide qualified replacement personnel.
d. The Offeror must submit a statement and chart that clearly indicate the time commitment of the proposed work team, including the Project Manager, to the Project and any other, non-related work during the term of the Contract. The Offeror must also include a statement indicating to what extent, if any, the Project Manager may be used on other projects during the term of the Contract. The Evaluation Committee may reject any Proposal that commits the proposed Project Manager to other work during the term of the Contract if the committee believes that doing so will be detrimental to the Offeror's performance.

7. Personnel Profile Summary**.** This RFP includes Offeror Candidate Forms as Attachments Seven A, B and C. The Offeror must use these forms and fill them out completely for each key candidate identified in the Staffing Plan. The forms must be completed using typewritten or electronic means. The forms may be recreated electronically, but all fields and formats must be retained. Failure to recreate the forms accurately may lead to the rejection of the Offeror's Proposal.

All candidate requirements must be provided using the Offeror Candidate Forms (See Attachments Seven A, B and C.) The various sections of the form are described below:

a. Candidate References. If fewer than three (3) projects are provided, the Offeror must include information as to why fewer than three (3) projects were provided. The State may disqualify the proposal if fewer than three (3) projects are given. (Refer to Attachment Seven A.)

For each reference the following information must be provided:

1. Candidate's Name.

2. Contact Information. The contact name, title, phone number, e-mail address, company name, and mailing address must be completely filled out. If the primary contact can not be reached, the same information must be included for an alternate contact in lieu of the primary contact. Failure to provide requested contact information may result in the State not including the reference experience in the evaluation process.

3. Dates of Experience. Must be completed to show the length of time the candidate performed the technical experience being described, not the length of time the candidate worked for the company. The Offeror must complete these dates with a beginning month and year and an ending month and year.

4. Description of the Related Service Provided. The State does not assume that since the technical requirement is provided at the top of the page that all descriptions on that page relate to that requirement. Contractors must reiterate the technical experience being described, including the capacity in which the experience was performed

and the role of the candidate in the reference project as it relates to this RFP Project. It is the Contractors' responsibility to customize the description to clearly substantiate the candidate's qualification.

b. Education and Training. This section must be completed to list the education and training of the proposed candidates and will demonstrate, in detail, the proposed candidate's ability to properly execute the Contract based on the relevance of the education and training to the requirements of the RFP. Must include copies of any pertinent licenses and or certificates. (Refer to Attachment Seven B.)

c. Required Experience and Qualifications. This section must be completed to show how the candidate meets the required experience requirements. If any candidate does not meet the required requirements for the position the candidate has been proposed to fill, the Offeror's Proposal may be rejected as non-responsive. (Refer to Attachment Seven C.)

The candidate's project experience must be listed separately and completely every time it is referenced, regardless of whether it is on the same or different pages of the form.

One of the criteria on which the State may base the award of the Contract is the quality of the Offeror's Work Team. Switching personnel after the award will not be accepted without due consideration. The Offeror must propose a Work Team that collectively meets all the requirements in this RFP. Additionally, each team member may have mandatory requirements listed in this RFP that the team member must individually meet. All candidates proposed must meet the technical experience for the candidate's position and be named.

8. Work Plan. Offeror must fully describe its current capacity, approach, methods, and specific work steps for doing the Work on this Project. The State encourages responses that demonstrate a thorough understanding of the nature of the Project and what the Contractor must do to complete the Project satisfactorily. To this end, the Offeror must submit for this section of the Proposal the Project plan that will be used to create a consistent, coherent management plan of action that will be used to guide the Project. The Project plan should include detail sufficient to give the State an understanding of the Offeror's knowledge and approach, including Gantt charts documenting the successful completion of all of the deliverables to complete the Project.

The Work Plan must demonstrate an understanding of the requirements of the project as described in Attachment One Part One Work Requirements. Describe the methodologies, processes and procedures it will utilize in the implementation and production of the Scope of Work. Provide a comprehensive Work Plan that gives ample description and detail as to how it proposes to accomplish this project and what resources are necessary to meet the deliverables.

The State seeks insightful responses that describe proven state-of-the-art methods. Recommended solutions should demonstrate that the Offeror would be prepared to immediately undertake and successfully complete the required tasks. The Offeror's Work Plan should clearly and specifically identify key personnel assignments. (NOTE: The staffing plan should be consistent with the Work plan).

Additionally, the Offeror must specifically address the following in its Work Plan:

a. Overall management of Project activities;
b. Scheduling (pick-up/delivery) methodology;
c. Routing, sorting and distribution activities and locations;
d. Management of subcontractors; and
e. Contingency plans.

Additionally, the Offeror should address potential problem areas, recommended solutions to the problem areas, and any assumptions used in developing those solutions.

9. Customer Service Plan. The Offeror must describe in detail its plan to provide customer service for the project including:

a. A single point of contact, e-mail (web) and phone, for all clients;
b. Staffing requirements including subcontractors;
c. The Contractors methods to communicate directly with all clients (Agency and designated site representatives) through phone and e-mail; and
d. Response and resolutions to client service change requests or complaints within 48 hours of submission.

10. Contractor Transition Plan. This Contract award is scheduled for February 24, 2012 and deliveries begin March 6, 2012 which is a Tuesday. The Offeror must provide a Contractor Transition Plan that minimizes the effect on the Participating Libraries ability to send and receive library materials on March 6, 2012. The plan must address the scheduling setup with all Participating Libraries and transition of in-route materials from the current Contractor. Information such as Participating Library Contacts and current schedule information will be made available to the Contractor after Contract award if requested in the Contractor Transition Plan.

11. Support Requirements. The Offeror must describe the support it wants from the State other than what the State has offered in this RFP. Specifically, the Offeror should address the following:

    a. Nature and extent of State support required in terms of staff roles, percentage of time available, etc.;
    b. Assistance from State staff and the experience/qualification level required; and
    c. Other support requirements.

    The State may not be able or willing to provide the additional support the Offeror lists in this part of its Proposal. The Offeror must therefore indicate whether its request for additional support is a requirement for its performance. If any part of the list is a requirement, the State may reject the Offeror's Proposal if the State is unwilling or unable to meet the requirements.

12. Conflict of Interest Statement. Each Proposal must include a statement indicating whether the Offeror or any people that may work on the Project through the Offeror have a possible conflict of interest (e.g., employed by the State of Ohio, etc.) and, if so, the nature of that conflict. The State has the right to reject a Proposal in which a conflict is disclosed or cancel the Contract if any interest is later discovered that could give the appearance of a conflict.

13. Assumptions. The Offeror must provide a comprehensive listing of any and all of the assumptions that were made in preparing the proposal. If any assumption is unacceptable to the State, it may be cause for rejection of the Proposal. No assumptions shall be included regarding negotiation, terms and conditions, and requirements.

14. Proof of Insurance. In this section, the Offeror must provide the certificate of insurance required by the General Terms & Conditions, Attachment Three, Part Two. The policy may be written on an occurrence or claims made basis. Additionally, the Contractor must provide evidence that it carries Cargo insurance at a minimum of $50,000.00.

15. Payment Address. The Offeror must provide the address to which payments to the Offeror will be sent.

16. Contract Performance. The Offeror must complete Attachment Eight, Offeror Performance Form.

17. W-9 Form and Vendor Information Form. The Offeror must complete Federal Form W-9, Request for Taxpayer Identification Number and Certification form and the Vendor Information Form (OBM-5657) in their entirety. At least one (1) original of each form (signed in blue ink) must be submitted in the "original" copy of the Proposal. All other copies of the Proposal may contain duplicates of these completed forms. If a subsidiary company is involved, Offerors must have an original W-9 and OBM-5657 for both the parent and subsidiary companies. These documents and directions can be found on the OBM Web site under the heading "Vendor Forms" at http://www.ohiosharedservices.ohio.gov/Vendors.aspx

18. Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization (DMA). The Offeror being awarded this Contract must be registered with the Ohio Business Gateway (OBG) at http://obg.ohio.gov to file for DMA pre-certification; if you are not already registered you must:

    a. Register with the Ohio Business Gateway (OBG) at:

       http://obg.ohio.gov

    b. Review the Terrorist Exclusion List at:

       http://www.publicsafety.ohio.gov/links/terrorist_exclusion_list.pdf

    c. Complete the Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA) form at:

       http://www.publicsafety.ohio.gov/links/HLS0038.pdf

    Submit a hardcopy of this completed form with your RFP response. You must then return to the OBG and complete the form for online submission under "Electronic Filing." It is important that you submit the DMA form online at OBG and in hardcopy with the Proposal.

    Failure to complete the certification may result in the Offeror being deemed not responsive and/or may invalidate any Contract award. If not submitted with the proposal response, the Offeror will have seven (7) calendar days, after notification, to submit the form.

19. Affirmative Action. Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using:

    http://das.ohio.gov/Divisions/EqualOpportunity/AffirmativeActionProgramVerification/tabid/133/Default.aspx.

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx

Copies of approved Affirmative Action plans shall be supplied by the Offeror as part of its Proposal or inclusion of an attestation to the fact that the Offeror has completed the process and is pending approval by the EOD office.

20. Banning the Expenditure of Public Funds on Offshore Services. The Offeror must complete the Contractor/Subcontractor Affirmation and Disclosure form (Attachment Nine) to abide with Executive Order 2010-12K issued by the Governor of Ohio, affirming no services of the Contractor or its subcontractors under this Contract will be performed outside the United States.

    During the performance of this Contract, the Offeror must not change the location(s) of the country where the services are performed, change the location(s) of the country where the data are maintained, or made available without express written authorization of the Department of Administrative Services.

21. Fuel Surcharge Table. The Offeror must complete the Fuel Surcharge Table in attachment thirteen if the Offeror intends to assess a fuel surcharge to the cost per-stop pricing on the Cost Summary Form.

22. Optional Pricing on the Cost Summary Form. The Offeror must provide a detailed description for any optionally priced item on the Cost Summary Form for which a cost is provided. The description must include enough detail to allow the Agencies to make an informed decision about the optional item. Pricing for an optional item remains the same for the life of the Contract. Optional pricing is requested for the following item:

    Optional Direct Billing. Provide a detailed description of providing direct billing for the approximately 343 current LIB centrally billed sites. This would create approximately 250 additional detailed monthly invoices. Branch libraries would be invoiced through its main library. The requested pricing is the annual cost per additional invoice. The added cost would be invoiced monthly.

    Additionally, the Offeror is requested to submit fixed per-stop pricing with a four (4) hour delivery window instead of the two (2) hour delivery window required in the RFP. The two hour delivery window pricing will be used for evaluation of proposals. Upon Contract award the agencies would have the choice of the two or four hour delivery window pricing. The choice of delivery window pricing would apply to all sites for the life of the Contract. If the Agencies select the four delivery window pricing, it would replace the two hour delivery window pricing and be covered by all terms and conditions thereof.

23. Cost Summary Form. The Cost Summary Form (Attachment Fourteen) must be submitted with the Offeror's Proposal. The Offeror's Total estimated annual cost must be represented as the firm fixed per-stop price and the calculated fuel surcharge rate. Offerors shall provide a comprehensive cost analysis; this cost must include all ancillary costs. All costs for furnishing the services must be included in the Cost Proposals as requested. No mention of or reference to, the Cost Proposals may be made in responses to the general, technical, performance, or support requirements of this RFP.

    The Agencies are very interested in pricing for the optional items listed on the Cost Summary Form. The Offeror should include costs for the optional items on the Cost Summary Form and provide detailed descriptions as requested in item 22 above.

    All prices, costs, and conditions outlined in the proposal shall remain fixed and valid for acceptance for 120 days, starting on the due date for proposals. The price shall remain firm for the first term of the Contract which is February 24, 2012 through June 30, 2013. Price changes are limited to once per renewal, and restricted to a price increase no higher than the Producer Price Index for the 12-month period ending March 31. Any price increase must be agreed to by April 30 to be applied starting July 1 of that year. Fuel surcharge rates will be calculated quarterly based on the 13 week prices for the previous quarter. See the section on fuel surcharge for more information.

    NOTE: Offeror's should ensure Cost Proposals are submitted separately from the Technical Proposals, as indicated the Proposal Submittal paragraph of this RFP (see Part Three). This information should not be included in the Technical Proposal.

    The State shall not be liable for any costs the Offeror does not identify in its Proposal.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART ONE: PERFORMANCE AND PAYMENT

STATEMENT OF WORK. The RFP and the Offeror's Proposal (collectively referred to as the "RFP") are a part of this Contract and describe the Work (the "Project") the Contractor will do and any materials the Contractor will deliver (the "Deliverables") under this Contract. The Contractor will do the Project in a professional, timely, and efficient manner and will provide the Deliverables in a proper fashion. The Contractor will also furnish its own support staff necessary for the satisfactory performance of the Project.

The Contractor will consult with the appropriate State representatives and others necessary to ensure a thorough understanding of the Project and satisfactory performance. The State may give instructions to or make requests of the Contractor relating to the Project. The Contractor will comply with those instructions and fulfill those requests in a timely and professional manner. Those instructions and requests will be for the sole purpose of ensuring satisfactory completion of the Project and will not amend or alter the scope of the Project.

TERM**.** Unless this Contract is terminated, or expires without renewal, it will remain in effect until the Project is completed to the satisfaction of the State and the Contractor is paid. The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of each biennium. The State however, may renew this Contract in the next biennium by issuing written notice to the Contractor of the decision to do so. This expiration and renewal procedure will also apply to the end of any subsequent biennium during which the Project continues. Termination or expiration of this Contract will not limit the Contractor's continuing obligations with respect to Deliverables that the State paid for before termination or limit the State's rights in such.

It is understood that the State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this Contract, the State's obligations under this Contract are terminated as of the date that the funding expires without further obligation of the State

The Project has a completion date that is identified in the RFP. The RFP may also have several dates for delivery of Deliverables or reaching certain milestones in the Project. The Contractor must make those deliveries, meet those milestones, and complete the Project within the times the RFP and the mutually agreed to Work Plan requires. If the Contractor does not meet those dates, the Contractor will be in default, and the State may terminate this Contract under the termination provision contained below. The State may also have certain obligations to meet. Those obligations, if any, are also listed in the RFP. If the State agrees that the Contractor's failure to meet the delivery, milestone, or completion dates in the RFP is due to the State's failure to meet its own obligations in a timely fashion, then the Contractor will not be in default, and the delivery, milestone, and completion dates affected by the State's failure to perform will be extended by the same amount of time as the State's delay. The Contractor may not rely on this provision unless the Contractor has in good faith exerted all professional management skill to avoid an extension and has given the State meaningful written notice of the State's failure to meet its obligations within five (5) business days of the Contractor's realization that the State's delay will impact the Project. The notice to the State must be directed at making the State aware of its delay and the impact of its delay. It must be sent to the Agencies Project Representative and the State Procurement Representative. Remedies resulting from the State's delay will be at the State's discretion.

The State seeks a complete Project. Any incidental items omitted in the RFP will be provided as part of the Contractor's not-to-exceed fixed price. The Contractor must fully identify, describe, and document all systems that are delivered as a part of the Project. All hardware, software, supplies, and other required components (such as documentation, conversion, training, and maintenance) for the Project to be complete and useful to the State are included in the Project and the not-to-exceed fixed price.

ECONOMIC PRICE ADJUSTMENT. The Contract prices(s) shall remain fixed for the first term of the Contract, which is February 24, 2012 through June 30, 2013. Thereafter, prior to Contract renewal, the Contractor may submit a request to adjust their price(s) to be effective on the effective date of the Contract's renewal. No price adjustment will be permitted prior to the effective date; on purchase orders already being processed; or on purchase orders that have been filled. Price changes are limited to once per renewal, and restricted to a price increase no higher than the Producer Price Index for the 12-month period ending March 31 of the current year. Any price increase must be agreed to by April 30 to be applied starting July 1 of that year. Fuel surcharges are determined on a quarterly basis.

Price increases must be supported by a general price increase in the cost of the materials/services rendered due to documented increases in the cost of related materials/services. Detailed documentation, to include a comparison list of the Contract items and proposed price adjustments must be submitted to support the requested adjustment. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding adjustment, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the adjusted costs in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. Failure to comply with this provision will be considered as a default and will be subject to the Suspension and Termination section contained herein.

COMPENSATION. In consideration of the Contractor's promises and satisfactory performance, the State will pay the Contractor the amount(s) identified in the RFP (the "Fee"), plus any other expenses identified as reimbursable in the RFP. In no event will payments under this Contract exceed the “not-to-exceed” amount in the RFP without the prior, written approval of the State and, when required, the Ohio Controlling Board and any other source of funding. The Contractor's right to the Fee is contingent on the complete and satisfactory performance of the Project or, in the case of milestone payments or periodic payments of an hourly, daily, weekly, monthly, or annual rate, all relevant parts of the Project tied to the applicable milestone or period. Payment of the Fee is also contingent on the Contractor delivering a proper invoice and any other documents required by the RFP.

An invoice must comply with the State's then-current policies regarding invoices and their submission. The State will notify the Contractor in writing within fifteen (15) business days after it receives a defective invoice of any defect and provide the information necessary to correct the defect.

The Contractor will send all invoices under this Contract to the “bill to” address in the RFP or in the applicable purchase order.

The State will pay the Contractor interest on any late payment as provided in Section 126.30 of the Ohio Revised Code (the "Revised Code"). If the State disputes a payment for anything covered by an invoice, within 15 business days after receipt of that invoice, the State will notify the Contractor, in writing, stating the grounds for the dispute. The State may then deduct the disputed amount from its payment as a non-exclusive remedy. If, in the opinion of the State, a material breach has occurred by the Contractor, the State retains the right to withhold payment from the Contractor. Both parties agree that an attempt at resolution of any claims or material breach or disputes will first be made jointly by the Contractor Project Manager, the Contractor Project Principal, the Agency Project Representatives and the State Procurement Administrator. If, within 30 calendar days following the above notification, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. The State will consult with the Contractor as early as reasonably possible about the nature of the claim or dispute and the amount of payment affected. When the Contractor has resolved the matter to the State's satisfaction, the State will pay the disputed amount within 30 business days after the matter is resolved. No payments are required to be made by the State until the matter is resolved.

If the State has already paid the Contractor on an invoice but later disputes the amount covered by the invoice, and if the Contractor fails to correct the problem within 30 calendar days after written notice, the Contractor will reimburse the State for that amount at the end of the 30 calendar days as a non-exclusive remedy for the State. On written request from the Contractor, the State will provide reasonable assistance in determining the nature of the problem by giving the Contractor reasonable access to the State’s facilities and any information the State has regarding the problem.

REIMBURSABLE EXPENSES. The State will pay all reimbursable expenses identified in the RFP, if any, in accordance with the terms in the RFP and, where applicable, Section 126.31 of the Revised Code. The Contractor will assume all expenses that it incurs in the performance of this Contract that are not identified as reimbursable in the RFP.

In making any reimbursable expenditure, the Contractor will always comply with the more restrictive of its own, then-current internal policies for making such expenditures or with the State's then-current policies. All reimbursable travel will require the advance written approval of the State's Agency Project Representatives. All reimbursable expenses will be billed monthly and paid by the State within 30 business days of receiving the Contractor's invoice.

CERTIFICATION OF FUNDS. None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met:

1. All statutory provisions under the Revised Code, including Section 126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio.

If the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

EMPLOYMENT TAXES. Each party will be solely responsible for reporting, withholding, and paying all employment related taxes, payments, and withholdings for its own personnel, including, but not limited to, Federal, state and local income taxes, social security, unemployment or disability deductions, withholdings, and payments (together with any interest and penalties not disputed with the appropriate taxing authority). All people the Contractor provides to the State under this Contract will be deemed employees of the Contractor for purposes of withholdings, taxes, and other deductions or contributions required under the law.

SALES, USE, EXCISE, AND PROPERTY TAXES. The State is exempt from any sales, use, excise, and property tax. To the extent sales, use, excise, or any similar tax is imposed on the Contractor in connection with the Project, such will be the sole and exclusive responsibility of the Contractor. The Contractor will pay such taxes, together with any interest and penalties not disputed with the appropriate taxing authority, whether they are imposed at the time the services are rendered or at a later time.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS. The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required “responsibility” analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service’s to serve as your Federal Taxpayer Identification Number.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART TWO: WORK & CONTRACT ADMINISTRATION

RELATED CONTRACTS. The Contractor warrants that the Contractor has not and will not enter into any contracts without written approval of the State to perform substantially identical services for the State such that the Project duplicates the work done or to be done under the other contracts.

BANNING THE EXPENDITURE OF PUBLIC FUNDS ON OFFSHORE SERVICES.

1. Executive Order Requirements. The Contractor affirms to have read and understands Executive Order 2010-09S issued by the Governor of Ohio and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is available at the following Web site: (http://procure.ohio.gov/pdf/EO2010-09S.pdf).

   The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

2. Termination, Sanction, Damages. If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

   The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

   If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1.0 %) of the value of the Contract.

   The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

   Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

3. Assignment / Delegation. The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

SUBCONTRACTING. The Contractor may not enter into subcontracts for the Work after award without written approval from the State. The Contractor will not need the State'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 RFP.

The State's approval of the use of subcontractors does not mean that the State 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 the State harmless for and will indemnify the State 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, the State 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 the State in any way, the Contractor will indemnify the State for the damage.

RECORD KEEPING. The Contractor will keep all financial records in accordance with generally accepted accounting procedures consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all Project-related records and documents at its principal place of business or at its office where the work was performed.

The Contractor will keep a separate account for the Project (the "Project Account"). All payments made from the Project Account will be only for obligations incurred in the performance of this Contract and will be supported by contracts, invoices, vouchers, and any other data needed to audit and verify the payments. All payments from the Project Account will be for obligations incurred only after the effective date of this Contract unless the State has given specific written authorization for making prior payments from the Project Account.

AUDITS. During the term of this Contract and for three (3) years after the payment of the Contractor's Fee, on reasonable notice and during customary business hours, the State may audit the Contractor's records and other materials that relate to the Project. This audit right will also apply to the State's duly authorized representatives and any person or organization providing financial support for the Project.

Unless it is impracticable to do so, all records related to this Contract must be kept in a single location, either at the Contractor's principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor's office nearest Columbus whenever the State or anyone else with audit rights requests access to the Contractor's Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project's specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of $25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.

INSURANCE. The Contractor shall provide the following insurance coverage at its own expense throughout the term of this Contract:

1. Workers' compensation insurance, as required by Ohio law, and, if some of the Project will be done outside Ohio, the laws of the appropriate state(s) where work on the Project will be done. The Contractor shall also maintain employer's liability insurance with at least a $1,000,000 limit.

2. Commercial General Liability insurance coverage for bodily injury, personal injury, wrongful death, property damage. The defense cost shall be outside of the policy limits. Such policy shall designate the state of Ohio as an additional insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. At a minimum, the limits of the insurance shall be:

   $2,000,000 General Aggregate
   $2,000,000 Products/Completed Operations Aggregate
   $1,000,000 Per Occurrence Limit
   $1,000,000 Personal and Advertising Injury Limit
   $100,000 Fire Legal Liability
   $10,000 Medical Payments

   The policy shall also be endorsed to provide the State with 30-day prior written notice of cancellation or material change to the policy. It is agreed upon that the Contractor's Commercial General Liability shall be primary over any other insurance coverage.

3. Commercial Automobile Liability insurance with a combined single limit of $500,000.

Certificates for Worker's Compensation and proof of insurance must be provided. The certificate(s) must be in a form that is reasonably satisfactory to the State as to the contents of the policies and the quality of the insurance carriers. All carriers must have at least an "A-" rating by A.M. Best.

STATE PERSONNEL. During the term of this Contract and for one (1) year after completion of the Project, the Contractor will not hire or otherwise contract for the services of any state employee involved with the Project.

REPLACEMENT PERSONNEL. If the Offeror's Proposal contains the names of specific people who will work on the Project, then the quality and professional credentials of those people were material factors in the State's decision to enter into this Contract. Therefore, the Contractor will use all commercially reasonable efforts to ensure the continued availability of those people. Also, the Contractor will not remove those people from the Project without the prior, written consent of the State except as provided below.

The Contractor may remove a person listed in its Proposal from the Project if doing so is necessary for legal or disciplinary reasons. The Contractor must make a reasonable effort to give the State 30 calendar days' prior, written notice of the removal.

The Contractor must have qualified replacement people available to replace any people listed by name in its Proposal. When the removal of a listed person is permitted under this Section, or if a person becomes unavailable, the Contractor will submit the resumes for two (2) replacement people for each person removed or who otherwise becomes unavailable. The Contractor will submit the two (2) resumes, along with such other information as the State may reasonably request, within five (5) business days after the decision to remove a person is made or the unavailability of a listed person becomes known to the Contractor.

The State will select one of the two proposed replacements or will reject both of them within ten business days after the Contractor has submitted the proposed replacements to the State. The State may reject the proposed replacements for any legal reason(s). Should the State reject both replacement candidates due to their failure to meet the minimum qualifications identified in the RFP, or should the Contractor fail to provide the notice required under this Section or fail to provide two

qualified replacement candidates for each removed or unavailable person, the Contractor will be in default and the cure period for default specified elsewhere in this Contract will not apply. In the event of such a default, the State will have the right to terminate this Contract and to have the damages specified elsewhere in this Contract for termination due to default.

The State may determine that proposed replacement candidates meet the minimum qualifications of this Contract and still substantially reduce the value the State perceived it would receive through the work of the original individual(s) the Contractor proposed and on whose credentials the State decided to enter into this Contract. Therefore, the State will have the right to reject any candidate that the State determines will provide it with diminished value.

Should the State reject both proposed candidates for any legal reason other than their failure to meet the minimum qualifications identified in the RFP, then such rejection may be deemed a termination for convenience.

The State has an interest in providing a healthy and safe environment for its employees and guests at its facilities. The State also has an interest in ensuring, and right to ensure, that its operations are carried out in an efficient, professional, legal, and secure manner. The State, therefore, will have the right to require the Contractor to remove any individual working on the Project if the State determines that any such individual has or may interfere with the State's interests identified above. In such a case, the request for removal will be treated as a case in which an individual providing services under this Contract has become unavailable, and the Contractor will follow the procedures identified above for replacing unavailable people. This provision applies to people engaged by the Contractor's subcontractors if they are listed as key people in the Proposal.

CONTRACT NON-COMPLIANCE. A primary goal of the Agencies is to assure that the program receives high quality services from the Contractor. To this end, the Agencies will work in partnership with the Contractor(s) to meet this goal. The partnership is defined by the Contract and it is important that communication between the Contractor and state agencies be open and supportive. Should contract non-compliance be an issue, the Agencies shall make every effort to resolve the problem.

1. Non-Compliance Issues. Contractor non-compliance with the specifications and terms and conditions outlined in the Contract may result in the imposition of remedies as explained below in paragraph 2.

   The Agencies must be promptly notified of any procedural changes outside the technical requirements listed herein.

2. Resolution for Contract Non-Compliance. The Agencies will be responsible for monitoring the Contractor's performance and compliance with the terms, conditions, and specifications of the contract.

   a. For any infractions not immediately remedied by the Contractor, the Agencies will notify DAS through a Complaint to Vendor (CTV) to help resolve the infraction.

   b. DAS will impose upon the Contractor remedies for non-compliance regarding contract specifications and terms and conditions. Remedies imposed will be in proportion with the severity of the non-compliance and may be progressive in nature.

SUSPENSION AND TERMINATION. The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report

and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed or partially completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed and partially completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After

suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30 calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

The Contractor may, at its discretion, request termination with a minimum 120 day notice in writing. The State will review the request and respond in writing to the Contractor with its findings.

CONTRACT REMEDIES.

1. Actual Damages. Contractor is liable to the state of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
2. Liquidated Damages. If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day the default is not cured by Contractor.

3. Deduction of Damages from Contract Price. The State 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, upon prior written notice being issued to the Contractor by the State.

REPRESENTATIVES. The State's representative under this Contract will be the person identified in the RFP or a subsequent notice to the Contractor as the "Agency Project Representatives". The Agency Project Representatives will review all reports made in the performance of the Project by the Contractor, will conduct all liaison with the Contractor, and will accept or reject the Deliverables and the complete Project. The Agency Project Representatives may assign to a manager, responsibilities for individual aspects of the Project to act as the Agency Project Representative for those individual portions of the Project.

The Contractor's Project Manager under this Contract will be the person identified in the Proposal as the "Project Manager." The Project Manager will conduct all liaisons with the State under this Contract. Either party, upon written notice to the other party, may designate another representative. The Project Manager may not be replaced without the approval of the State if that individual is identified in the Proposal as a key individual on the Project.

WORK RESPONSIBILITIES. The State will be responsible for providing only those things expressly identified, if any, in the RFP. If the State has agreed to provide facilities or equipment, the Contractor, by signing this Contract, warrants that the Contractor has either inspected the facilities and/or equipment or has voluntarily waived an inspection and will work with the equipment and/or facilities on an "as is" basis.

The Contractor will assume the lead in the areas of management, design, and development of the Project. The Contractor will coordinate the successful execution of the Project and direct all Project activities on a day-to-day basis, with the advice and consent of the Agency Project Representatives. The Contractor will be responsible for all communications regarding the progress of the Project and will discuss with the Agency Project Representatives any issues, recommendations, and decisions related to the Project.

If the Project, or parts of it, requires installation on the State's property, the State will provide the Contractor with reasonable access to the installation site for the installation and any site preparation that is needed. After the installation is complete, the Contractor will complete an installation letter and secure the signature of Agency Project Representatives certifying that installation is complete and the Project, or applicable portion of it, is operational. The letter will describe the nature, date, and location of the installation, as well as the date it was certified as installed and operational by the Agency Project Representatives

Unless otherwise provided in the RFP, the Contractor will be responsible for obtaining all official permits, approvals, licenses, certifications, and similar authorizations required by any local, state, or Federal agency for the Project and maintaining them throughout the duration of this Contract.

CHANGES. The State may make reasonable changes, within the general scope of the Project. The State will do so by issuing a written order under this Contract describing the nature of the change ("Change Order"). Additionally, if the State provides directions or makes requests of the Contractor without a change order, and the Contractor reasonably believes the directions or requests are outside the specifications for the Project, the Contractor will have the right to request a Change Order from the State. Scope of Work changes will be managed as follows: pricing will be provided from the Contractor to the State. The State will execute a Change Order once it and the Contractor have agreed on the description of and specifications for the change as well as any equitable adjustments that need to be made in the Contractor's Fee or the performance schedule for the Work. Within five (5) business days after receiving the Change Order, the Contractor will sign it to signify agreement.

If a change causes an increase in the cost of, or the time required for, the performance of the Project, the Contractor will notify the State in writing and request an equitable adjustment in the Contractor's Fee, the delivery schedule, or both before the Contractor signs the Change Order. If the Contractor claims an adjustment under this section in connection with a change to the Project not described in a written Change Order, the Contractor must notify the State of the claim within five (5) business days after the Contractor is notified of the change and before work on the change begins. Otherwise, the Contractor will have waived the claim. In no event will the State be responsible for any increase in the Fee or revision in any delivery schedule unless the relevant change was specifically ordered in writing by the State and the Contractor has complied with the requirements of this section. Provided the State has complied with the procedure for Change Orders in this section, nothing in this clause will excuse the Contractor from proceeding with performance of the Project, as changed.

Where an equitable adjustment to the Contractor's Fee is appropriate, the State and the Contractor may agree upon such an adjustment. If the State and the Contractor are unable to agree, and the Contractor seeks an equitable adjustment in its Fee, either party may submit the dispute to the senior management of the Contractor and the State for resolution. If, within 30 calendar days following referral to senior management, the claim or dispute has not been resolved, only then will it be submitted to non-binding mediation (pursuant to the rules as stipulated by the American Arbitration Association). A claim or dispute must be submitted to non-binding mediation prior to the initiation of any formal legal process. Costs of mediation will be shared equally. Both parties further agree to use best efforts to resolve any claims or disputes arising during the performance of this Contract within 30 calendar days following the initiation of the dispute process. The resolved amount will be the not-to-exceed amount of the Change Order. If the change involves removing a requirement from the Project or replacing one part of the Project with the change, the State will get a credit for the work no longer required under the original scope of the Project. The credit will be calculated in the same manner as the Contractor's Fee for the change, and the not-to-exceed amount will be reduced by this credit.

The Contractor will be responsible for coordinating changes with its subcontractors and adjusting their compensation and performance schedule. The State will not pay any subcontractor for the Change Order. If a subcontractor will perform any work under a Change Order, that work must be included in the Contractor's not-to-exceed amount and calculated in the same manner as the Contractor's equitable adjustment for the portion of the work the Contractor will perform. The Contractor will not receive an overhead percentage for work a subcontractor will do under a Change Order.

EXCUSABLE DELAY. Neither party will be liable for any delay in its performance that arises from causes beyond its control and without its negligence or fault. The delayed party will notify the other promptly of any material delay in performance and will specify in writing the proposed revised performance date as soon as practicable after notice of delay. In the event of any such excusable delay, the date of performance or of delivery will be extended for a period equal to the time lost by reason of the excusable delay. The delayed party must also describe the cause of the delay and what steps it is taking to remove the cause. The delayed party may not rely on a claim of excusable delay to avoid liability for a delay if the delayed party has not taken commercially reasonable steps to mitigate or avoid the delay. Things that are controllable by the Contractor's subcontractors will be considered controllable by the Contractor, except for third-party manufacturers supplying commercial items and over whom Contractor has no legal control.

INDEPENDENT STATUS OF THE CONTRACTOR. The parties will be acting as independent contractors. The partners, employees, officers, and agents ("Personnel") of one party, in the performance of this Contract, will act only in the capacity of representatives of that party and not as Personnel of the other party and will not be deemed for any purpose to be Personnel of the other. Each party assumes full responsibility for the actions of its Personnel while they are performing services pursuant to this Contract and will be solely responsible for paying its Personnel (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like). Neither party will commit, nor be authorized to commit, the other party in any manner. The Contractor's subcontractors will be considered the agents of the Contractor for purposes of this Contract.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION

CONFIDENTIALITY. The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.

The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor's exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor's procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information. Furthermore, the Contractor will cause all of its employees who have access to any Confidential Information to execute a confidentiality agreement incorporating the obligations in this section.

The Contractor's obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor's possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the State; or (6) Is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) Notifies the State of such order immediately upon receipt of the order and (b) Makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. The Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section.

HANDLING OF THE STATE'S DATA. The Contractor must use due diligence to ensure computer and telecommunications systems and services involved in storing, using, or transmitting State data are secure and to protect that data from unauthorized disclosure, modification, or destruction. To accomplish this, the Contractor must:

1. Apply appropriate risk management techniques to ensure security for all sensitive data, including but not limited to any data identified as Confidential Information elsewhere in this Contract.
2. Ensure that its internal security policies, plans, and procedures address the basic security elements of confidentiality, integrity, and availability.
3. Maintain plans and policies that include methods to protect against security and integrity threats and vulnerabilities, as well as and detect and respond to those threats and vulnerabilities.
4. Maintain appropriate identification and authentication process for information systems and services associated with State data.
5. Maintain appropriate access control and authorization policies, plans, and procedures to protect system assets and other information resources associated with State data.
6. Implement and manage security audit logging on information systems, including computers and network devices.

The Contractor must maintain a robust boundary security capacity that incorporates generally recognized system hardening techniques. This includes determining which ports and services are required to support access to systems that hold State data, limiting access to only these points, and disable all others. To do this, the Contractor must use assets and techniques such as properly configured firewalls, a demilitarized zone for handling public traffic, host-to-host management, Internet protocol specification for source and destination, strong authentication, encryption, packet filtering, activity logging, and implementation of system security fixes and patches as they become available. The Contractor must use two-factor authentication to limit access to systems that contain particularly sensitive State data, such as personally identifiable data.

Unless the State instructs the Contractor otherwise in writing, the Contractor must assume all State data is both confidential and critical for State operations, and the Contractor's security policies, plans, and procedure for the handling, storage, backup, access, and, if appropriate, destruction of that data must be commensurate to this level of sensitivity. As part of the Contractor's protection and control of access to and use of data, the Contractor must employ appropriate intrusion and attack prevention and detection capabilities. Those capabilities must track unauthorized access and attempts to access the State's data, as well as attacks on the Contractor's infrastructure associated with the State's data. Further, the Contractor must monitor and appropriately address information from its system tools used to prevent and detect unauthorized access to and attacks on the infrastructure associated with the State's data.

The Contractor must use appropriate measures to ensure that State's data is secure before transferring control of any systems or media on which State data is stored. The method of securing the data must be appropriate to the situation and may include erasure, destruction, or encryption of the data before transfer of control. The transfer of any such system or media must be reasonably necessary for the performance of the Contractor's obligations under this Contract.

The Contractor must have a business continuity plan in place. The Contractor must test and update the IT disaster recovery portion of its business continuity plan at least annually. The plan must address procedures for response to emergencies and other business interruptions. Part of the plan must address backing up and storing data at a location sufficiently remote from the facilities at which the Contractor maintains the State's data in case of loss of that data at the primary site. The plan also must address the rapid restoration, relocation, or replacement of resources associated with the State's data in the case of a disaster or other business interruption. The Contractor's business continuity plan must address short- and long-term restoration, relocation, or replacement of resources that will ensure the smooth continuation of operations related to the State's data. Such resources may include, among others, communications, supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware. The Contractor also must provide for reviewing, testing, and adjusting the plan on an annual basis.

The Contractor may not allow the State's data to be loaded onto portable computing devices or portable storage components or media unless necessary to perform its obligations under this Contract properly. Even then, the Contractor may permit such only if adequate security measures are in place to ensure the integrity and security of the data. Those measures must include a policy on physical security for such devices to minimize the risks of theft and unauthorized access that includes a prohibition against viewing sensitive or confidential data in public or common areas. At a minimum, portable computing devices must have anti-virus software, personal firewalls, and system password protection. In addition, the State's data must be encrypted when stored on any portable computing or storage device or media or when transmitted from them across any data network. The Contractor also must maintain an accurate inventory of all such devices and the individuals to whom they are assigned.

Any encryption requirement identified in this provision must meet the Ohio standard as defined in Ohio IT standard ITS-SEC-01, "Data Encryption and Cryptography".

The Contractor must have reporting requirements for lost or stolen portable computing devices authorized for use with State data and must report any loss or theft of such to the State in writing as quickly as reasonably possible. The Contractor also must maintain an incident response capability for all security breaches involving State data whether involving mobile devices or media or not. The Contractor must detail this capability in a written policy that defines procedures for how the Contractor will detect, evaluate, and respond to adverse events that may indicate a breach or attempt to attack or access State data or the infrastructure associated with State data.

In case of an actual security breach that may have compromised State data, including but not loss or theft of devices or media, the Contractor must notify the State in writing of the breach within 24 hours of the Contractor becoming aware of the breach, and fully cooperate with the State to mitigate the consequences of such a breach. This includes any use or disclosure of the State data that is inconsistent with the terms of this Contract and of which the Contractor becomes aware, including but not limited to, any discovery of a use or disclosure that is not consistent with this Contract by an employee, agent, or subcontractor of the Contractor.

The Contractor must give the State full access to the details of the breach and assist the State in making any notifications to potentially affected people and organizations that the State deems are necessary or appropriate. The Contractor must document all such incidents, including its response to them, and make that documentation available to the State on request. In addition to any other liability under this Contract related to the Contractor's improper disclosure of State data, and regardless of any limitation on liability of any kind in this Contract, the Contractor will be responsible for acquiring one year's identity theft protection service on behalf of any individual or entity whose personally identifiable information is compromised while it is in the Contractor's possession.

OWNERSHIP OF DELIVERABLES. All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor's custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable ("Pre-existing Materials") if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use, modify, sell, and otherwise distribute all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. If the Contractor wants to incorporate any Pre-existing Materials in a custom Deliverable, the Contractor must first disclose this and seek the State's approval for doing so in advance. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.

Subject to the limitations and obligations of the State with respect to Pre-existing Materials, the State may make all custom Deliverables available to the general public without any proprietary notices of any kind.

LICENSE IN COMMERCIAL MATERIAL. As used in this section, "Commercial Material" means anything that has been developed at private expense by the Contractor or a third party, commercially available in the marketplace, subject to intellectual property rights, and readily copied through duplication on magnetic media, paper, or other media. Examples include written reports, books, pictures, videos, movies, computer programs, and computer source code and documentation.

Any Commercial Material that the Contractor intends to deliver as a Deliverable must have the scope of the license granted in such material disclosed in the RFP or as an attachment referenced in the RFP, if that scope of license is different from the scope of license contained in this section for Commercial Materials.

Except for Commercial Material that is software ("Commercial Software"), if the Commercial Material is copyrighted and published material, then the State will have the rights permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material is patented, then the State will have the rights permitted under the Federal patent laws for each copy of the Commercial Material delivered to it by the Contractor.

Except for Commercial Software, if the Commercial Material consists of trade secrets, then the State will treat the material as confidential. In this regard, the State will assume all obligations with respect to the Commercial Material that the Contractor assumes under the Confidentiality section of this Contract with respect to State secrets. Otherwise, the State will have the same rights and duties permitted under the Federal copyright laws for each copy of the Commercial Material delivered to it by the Contractor, whether or not the material is copyrighted when delivered to the State.

For Commercial Software, the State will have the rights in items (1) through (8) of this section with respect to the software. The State will not use any Commercial Software except as provided in items (1) through (8) of this section or as expressly stated otherwise in this Contract. The Commercial Software may be:

1. Used or copied for use in or with the computer or computers for which it was acquired, including use at any State installation to which such computer or computers may be transferred.
2. Used or copied for use in or with a backup computer for disaster recovery and disaster recovery testing purposes or if any computer for which it was acquired is inoperative.
3. Reproduced for safekeeping (archives) or backup purposes.
4. Modified, adapted, or combined with other computer software, but the modified, combined, or adapted portions of the derivative software incorporating any of the Commercial Software will be subject to same restrictions set forth in this Contract.

5. Disclosed to and reproduced for use on behalf of the State by support service contractors or their subcontractors, subject to the same restrictions set forth in this Contract.
6. Used or copied for use in or transferred to a replacement computer.

However:

7. If the Commercial Software delivered under this Contract is published and copyrighted, it is licensed to the State without disclosure prohibitions.
8. If any Commercial Software is delivered under this Contract with the copyright notice in 17 U.S.C. 401, it will be presumed to be published, copyrighted, and licensed to the State without disclosure restrictions, unless a statement substantially as follows accompanies such copyright notice: "Unpublished -- rights reserved under the copyright laws of the United States." The State will treat such Commercial Software as Confidential Information to the extent that such is actually the case.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FOUR: REPRESENTATIONS, WARRANTIES, AND LIABILITIES

GENERAL WARRANTIES. The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will: (1) Be in accordance with sound professional standards and the requirements of this Contract and without any material defects; (2) Unless otherwise provided in the RFP, be the work solely of the Contractor; and (3) No Deliverable will infringe on the intellectual property rights of any third party.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that: (1) The Contractor has the right to enter into this Contract; (2) The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform the contemplated services; (3) The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control; (4) The Contractor has good and marketable title to any goods delivered under this Contract and in which title passes to the State; and (5) The Contractor has the right and ability to grant the license granted in any Deliverable in which title does not pass to the State.

The warranty regarding material defects is a 1-year warranty. All other warranties will be continuing warranties. If any portion of the Project fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for such portion of the Project. The Contractor will also indemnify the State for any direct damages and claims by third parties based on a breach of these warranties. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will do one (1) of the following four (4) things: (1) Modify the Deliverable so that it is no longer infringing; (2) Replace the Deliverable with an equivalent or better item; (3) Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or (4) Remove the Deliverable and refund the amount the State paid for the Deliverable and the amount of any other Deliverable or item that requires the availability of the infringing Deliverable for it to be useful to the State.

SOFTWARE WARRANTY. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party licensee; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was

written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;
2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

GENERAL EXCLUSION OF WARRANTIES. The State makes no warranties, express or implied, other than those express warranties contained in this contract. The contractor also makes no warranties of merchantability or fitness for a particular purpose except as follows: If the Contractor has been engaged under the scope of work in the RFP to design something to meet a particular need for the State, then the Contractor does warrant that the contractor’s work will meet the stated purpose for that work.

INDEMNITY. The Contractor will indemnify the State for any and all claims, damages, law suits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement, is based on the modification or misuse. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace the Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.
4. Remove the Deliverable and refund the Fee the State paid for the Deliverable and the Fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART FIVE: ACCEPTANCE AND MAINTENANCE

STANDARDS OF PERFORMANCE AND ACCEPTANCE. If the RFP does not provide otherwise, the acceptance procedure will be an informal review by the Agency Project Representatives to ensure that each Deliverable and the Project as a whole comply with the requirements of this Contract. The Agency Project Representatives will have up to 30 calendar days to do this. No formal letter of acceptance will be issued, and passage of the 30 calendar days will imply acceptance, though the State will issue a notice of noncompliance if a Deliverable or the Project as a whole does not meet the requirements of this Contract. If the Agency Project Representatives issue a letter of noncompliance, then the Contractor will have 30 calendar days to correct the problems listed in the noncompliance letter. If the Contractor fails to do so, the Contractor will be in default without a cure period. If the Agency Project Representatives have issued a noncompliance letter, the Deliverables or the Project as a whole will not be accepted until the Agency Project Representatives issue a letter of acceptance indicating that each problem noted in the noncompliance letter has been cured. If the problems have been fixed during the 30 day period, the Agency Project Representatives will issue the acceptance letter within 15 calendar days.

If the Project fails to meet the standard of performance after 90 calendar days from the start of the performance period, the Contractor will be in default and will not have a cure period. In addition to all other remedies the State may have under this Contract, the State will have the right to request correction or replacement of the relevant portion of the Project.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SIX: CONSTRUCTION

ENTIRE DOCUMENT. This Contract is the entire agreement between the parties with respect to the subject matter and supersedes any previous statements or agreements, whether oral or written.

BINDING EFFECT. This Contract will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Contractor.

AMENDMENTS – WAIVER. No change to any provision of this Contract will be effective unless it is in writing and signed by both parties. The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be a waiver of those terms. Waivers must be in writing to be effective. Either party may at any later time demand strict performance.

SEVERABILITY. If any provision of this Contract is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Contract will remain in full force and effect to the extent that such does not create an absurdity.

CONSTRUCTION. This Contract will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party.

HEADINGS. The headings used herein are for the sole sake of convenience and will not be used to interpret any section.

NOTICES. For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract, unless such party has notified the other party, in accordance with the provisions of this section, of a new mailing address. This notice requirement will not apply to any notices that this Contract expressly authorized to be made orally.

CONTINUING OBLIGATIONS. The terms of this Contract will survive the termination or expiration of the time for completion of Project and the time for meeting any final payment of compensation, except where such creates an absurdity.

ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS
PART SEVEN: LAW & COURTS

COMPLIANCE WITH LAW. The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of the Work.

DRUG-FREE WORKPLACE. The Contractor will comply with all applicable state and Federal laws regarding keeping a drug-free workplace. The Contractor will make a good faith effort to ensure that all the Contractor employees, while working on state property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

CONFLICTS OF INTEREST. No Personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under this Contract. Additionally, the Contractor will not knowingly permit any public official or public employee who has any responsibilities related to this Contract or the Project to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the State knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Contract. The Contractor will take steps to ensure that such a person does not participate in any action affecting the work under this Contract. This will not apply when the State has determined, in light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

OHIO ETHICS AND ELECTIONS LAW.

A. Ethics Law

All Contractors who are actively doing business with the state of Ohio or who are seeking to do business with the state of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09. Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

B. Political Contributions

The Contractor affirms in its cover letter that, as applicable to the Contractor, all personal and business associates are in compliance with Chapter 3517 of the Revised Code regarding limitations on political contributions and will remain in compliance for the duration of the Contract and with all applicable provisions that extend beyond the expiration of the Contract.

DECLARATION OF MATERIAL ASSISTANCE. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

A. I have not received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

Or

B. 1. I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars ($100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

And

2. I have either pre-certified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.

EQUAL EMPLOYMENT OPPORTUNITY. The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.

Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio business Gateway Electronic Filing Web site at:

http://business.ohio.gov/efiling/ .

Approved Affirmative Action Plans can be found by going to the Equal Opportunity Department's Web site:

http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx .

INJUNCTIVE RELIEF. Nothing in this Contract is intended to limit the State's right to injunctive relief if such is necessary to protect its interests or to keep it whole.

ASSIGNMENT. The Contractor may not assign this Contract or any of its rights or obligations under this Contract without the prior, written consent of the State.

GOVERNING LAW. This Contract will be governed by the laws of Ohio, and venue for any disputes will lie exclusively with the appropriate court in Franklin County, Ohio.

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP CSP906512, entitled Statewide Library Delivery Services (SLDS) is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the State Library of Ohio (LIB) and The Ohio Board of Regents (BOR) (for OhioLink (OHL) (the "State") and

_____
(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of March 6, 2012 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____	Department of Administrative Services
(Contractor)	(State of Ohio Agency)
_____	_____
(Signature)	(Signature)
_____	Robert Blair
(Printed Name)	(Printed Name)
_____	Director, Department of Administrative Services
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT FOUR
CONTRACT

This Contract, which results from RFP CSP906512, entitled Statewide Library Delivery Services (SLDS) is between the state of Ohio, through the Department of Administrative Services, Office of Procurement Services, on behalf of the State Library of Ohio (LIB) and The Ohio Board of Regents (BOR) (for OhioLink (OHL) (the "State") and

_____
(the "Contractor").

If this RFP results in a contract award, the Contract will consist of this RFP including all attachments, written addenda to this RFP, the Contractor's proposal, and written, authorized addenda to the Contractor's proposal. It will also include any materials incorporated by reference in the above documents and any purchase orders and change orders issued under the Contract. The form of the Contract is this one (1) page attachment to the RFP, which incorporates by reference all the documents identified above. The general terms and conditions for the Contract are contained in another attachment to the RFP. If there are conflicting provisions between the documents that make up the Contract, the order of precedence for the documents is as follows:

1. This RFP, as amended;
2. The documents and materials incorporated by reference in the RFP;
3. The Contractor's Proposal, as amended, clarified, and accepted by the State; and
4. The documents and materials incorporated by reference in the Contractor's Proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

This Contract has an effective date of the later of March 6, 2012 or the occurrence of all conditions precedent specified in the General Terms and Conditions.

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates below.

_____	Department of Administrative Services
(Contractor)	(State of Ohio Agency)
_____	_____
(Signature)	(Signature)
_____	Robert Blair
(Printed Name)	(Printed Name)
_____	Director, Department of Administrative Services
(Title)	(Title)
_____	_____
(Date)	(Date)

ATTACHMENT FIVE A
OFFEROR PROFILE FORM

Offeror's Legal Name:	Address:	
Phone Number:	Fax Number:	E-mail Address:
Home Office Location:	Date Established:	Ownership:
Firm Leadership:	Number of Employees:	Number of Employees Directly involved in Tasks Directly Related to the Work:
Additional Background Information:		

ATTACHMENT FIVE B
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of one (1) previous project meeting the following statement: The Offeror has provided daily regularly scheduled package delivery services to at least 200 locations for at least two years. The project must be of similar scope and nature. Details of the similarities must be included. Attachment Five B, (optional C, and D) must be filled out completely for each project provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE C (optional)
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of one (1) previous project meeting the following statement: The Offeror has provided daily regularly scheduled package delivery services to at least 200 locations for at least two years. The project must be of similar scope and nature. Details of the similarities must be included. Attachment Five B, (optional C, and D) must be filled out completely for each project provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT FIVE D (optional)
OFFEROR PRIOR PROJECT FORM

Customer Company Name:	Contact:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project (Month/Year):	Ending Date of Project (Month/Year):

The Offeror must document previous experience and expertise in providing a minimum of one (1) previous project meeting the following statement: The Offeror has provided daily regularly scheduled package delivery services to at least 200 locations for at least two years. The project must be of similar scope and nature. Details of the similarities must be included. Attachment Five B, (optional C, and D) must be filled out completely for each project provided. The Offeror must use these forms and fill them out completely to provide the Offeror requirement information. Failure to recreate the form accurately to include all fields, may lead to the rejection of the Offeror's Proposal.

ATTACHMENT SIX
OFFEROR REFERENCES

Three (3) professional references who have received services from the Offeror in the past five (5) years

Company Name:	Contact Name:	
Address:	Phone Number: E-mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number: E-mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

Company Name:	Contact Name:	
Address:	Phone Number: E-mail Address:	
Project Name:	Beginning Date of Project: (Month/Year)	Ending Date of Project: (Month/Year)
Description of project size, complexity and the Offeror's role in this project.		

ATTACHMENT SEVEN A
OFFEROR'S CANDIDATE REFERENCES

Candidate's Name: _____

Candidate's Proposed Position: _____

Three (3) professional references who have received services from the candidate in the past three (3) years

Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		
Company Name:	Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of project size, complexity, and the candidate's role in this project.		

ATTACHMENT SEVEN B
OFFEROR'S CANDIDATE INFORMATION
EDUCATION AND TRAINING

Candidate's Name: _____

Education and Training: This section must be completed to list the education and training of the proposed candidate.

Name and Address	Months/Years	Degree/Major
College		
Technical School		
Licenses		
Certifications		

ATTACHMENT SEVEN C
OFFEROR'S CANDIDATE EXPERIENCE REQUIREMENT

Candidate's Name: _____

Candidate's Proposed Position: _____

Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		
Client Company Name:	Client's Project Supervisor Contact Name:	
Address:	Phone Number: E-mail:	
Project Name:	Beginning Date of Project: Month/Year	Ending Date of Project: Month/Year
Description of the related services provided:		

ATTACHMENT EIGHT
OFFEROR PERFORMANCE FORM

The Offeror must provide the following information for this section for the past seven (7) years. Please indicate yes or no in each column.

Yes/No	Description
	The Offeror has had a contract terminated for default or cause. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has prematurely terminated a contract. If so, the Offeror must submit full details, including the other party's name, address, and telephone number.
	The Offeror has been assessed any penalties in excess of five thousand dollars ($5,000), including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity). If so, the Offeror must provide complete details, including the name of the other organization, the reason for the penalty, and the penalty amount for each incident.
	The Offeror was the subject of any governmental action limiting the right of the Offeror to do business with that entity or any other governmental entity.
	Has trading in the stock of the company ever been suspended? If so provide the date(s) and explanation(s).
	The Offeror, any officer of the Offeror, or any owner of a twenty percent (20%) interest or greater in the Offeror has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Offeror, any officer of the Offeror, or any owner with a twenty percent (20%) interest or greater in the Offeror has been convicted of a felony or is currently under indictment on any felony charge.

If the answer to any item above is affirmative, the Offeror must provide complete details about the matter. While an affirmative answer to any of these items will not automatically disqualify an Offeror from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Offeror's proposal. The State will make this decision based on its determination of the seriousness of the matter, the matter's possible impact on the Offeror's performance on the project, and the best interests of the State.

ATTACHMENT NINE
CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

DEPARTMENT OF ADMINISTRATIVE SERVICES

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

   _____ _____
   (Address) (City, State, Zip)

   Name/Principal location of business of subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

   _____ _____
   (Address) (City, State, Zip)

   Name/Location where services will be performed by subcontractor(s):

   _____ _____
   (Name) (Address, City, State, Zip)

   _____ _____
   (Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

(Address)	(Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)
(Name)	(Address, City, State, Zip)

Contractor also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: _____
Contractor

Print Name: _____

Title: _____

Date: _____

ATTACHMENT TEN
OhioLINK (OHL) Libraries, Branches, Regional Campuses, and Affiliates Pick-up Locations

A-1 = Daily Service (mtwrf) A-2 = On call Service A-3 = Three Day Service (mwf)

Library	Type	Location	Zip	Centralized Billing?	Service Level
Air Force Institute Of Technology	Academic Library	Wright Pat AFB	45433	No	A-1
Univ of Akron	Bierce Library	Akron	44325	Yes	A-1
	School of Law	Akron	44325	Yes	A-1
	Wayne College Library	Orrville	44325	Yes	A-1
Antioch College	Olive Kettering Library	Yellow Springs	45387	Yes	A-1
Antioch University	Midwest Library	Yellow Springs	45387	Yes	A-2
Ashland University	Main Library	Ashland	44805	Yes	A-1
	Columbus Center	Columbus	44805	Yes	A-1
Athenaeum of Ohio	Eugene H. Maley Memorial Library	Cincinnati	45230	Yes	A-1
Baldwin Wallace College	Ritter Library	Berea	44017	Yes	A-1
Belmont Technical College	Library	St. Clairsville	43950	Yes	A-1
Bluffton University	Musselman Library	Bluffton	45817	Yes	A-1
Bowling Green State Univ	Wm. T Jerome Library	Bowling Green	43403	Yes	A-1
	Firelands College	Huron	44839	Yes	A-1
Capital University	J.H. Blackmore Library	Columbus	43209	Yes	A-1
	Law Library	Columbus	43215	Yes	A-1
Case Western Reserve Univ	Kelvin Smith Library	Cleveland	44106	Yes	A-1
	Cleveland Institute of Art - Gund Library	Cleveland	44106	Yes	A-1
	Health Sciences Library	Cleveland	44106	Yes	A-1
	Law Library	Cleveland	44106	Yes	A-1
	MSASS Harris Library	Cleveland	44106	Yes	A-1
	Siegal College of Judaic Studies	Cleveland	44106	Yes	A-1
Cedarville University	Centennial Library	Cedarville	45314	Yes	A-1
Center for Research Libraries	Library	Chicago	60637	Yes	A-1
Central State University	Hallie Q. Brown Mem. Lib	Wilberforce	45384	Yes	A-1
	Dayton Campus	Dayton	45402	Yes	A-2
Cincinnati Christian Univ	G.M. Elliott Library	Cincinnati	45204	Yes	A-1
Cincinnati State Technical & Community College	Johnnie Me Berry Library	Cincinnati	45223	Yes	A-1
Cincinnati, University of	Langsam Library	Cincinnati	45221	Yes	A-1
	Cincinnati Children's Hospital - Pratt Library	Cincinnati	45221	Yes	A-1
	Clermont College	Batavia	45103	Yes	A-1
	Health Sciences Library	Cincinnati	45221	Yes	A-1
	Law Library	Cincinnati	45221	Yes	A-1
	Lloyd Library	Cincinnati	45221	Yes	A-2

Library	Type	Location	Zip	Centralized Billing?	Service Level
	Blue Ash College	Blue Ash	45242	Yes	A-1
Clark State Community Col	Library Resource Center	Springfield	45505	Yes	A-1
Cleveland Clinic	Alumni Library	Cleveland	44195	Yes	A-1
Cleveland State University	University Library	Cleveland	44115	Yes	A-1
	Cleveland-Marshall College Of Law	Cleveland	44115	Yes	A-1
Columbus College of Art & Design	Packard Library	Columbus	43215	Yes	A-1
Columbus State Community College	Educational Resources Center	Columbus	43215	Yes	A-1
	Delaware Campus	Delaware	43015	Yes	A-2
Cuyahoga Community College	Metro Campus	Cleveland	44115	Yes	A-1
	Eastern Campus	Highland Hills	44122	Yes	A-1
	Western Campus	Parma	44130	Yes	A-1
	Westshore Campus	Westlake	44145	Yes	A-1
Cuyahoga County Public Library	Administration Building	Parma	44134	No	A-1
	Bay Village Branch	Bay Village	44140	No	A-1
	Beachwood Branch	Beachwood	44122	No	A-1
	Berea Branch	Berea	44017	No	A-1
	Brecksville Branch	Brecksville	44141	No	A-1
	Brook Park Branch	Brook Park	44142	No	A-1
	Brooklyn Branch	Brooklyn	44144	No	A-1
	Chagrin Falls Branch	Chagrin Falls	44022	No	A-1
	Fairview Park Branch	Fairview Park	44126	No	A-1
	Garfield Heights Branch	Garfield Heights	44125	No	A-1
	Gates Mills Mini Library	Gates Mill	44040	No	A-1
	Independence Branch	Independence	44131	No	A-1
	Maple Heights Branch	Maple Heights	44137	No	A-1
	Mayfield Branch	Mayfield	44143	No	A-1
	Metro Health	Parma	44109	No	A-1
	Middleburg Heights Branch	Middleburg Heights	44130	No	A-1
	North Olmsted Branch	North Olmsted	44070	No	A-1
	North Royalton Branch	North Royalton	44133	No	A-1
	Olmsted Falls Branch	Olmsted Falls	44138	No	A-1
	Orange Branch	Pepper Pike	44124	No	A-1
	Parma Heights Branch	Parma Heights	44130	No	A-1
	Parma-Ridge Branch	Parma	44129	No	A-1
	Parma-Snow Branch	Parma	44134	No	A-1
	Parma-South Branch	Parma	44129	No	A-1
	Richmond Mini Library	Richmond Heights	44143	No	A-1
	Solon Branch	Solon	44139	No	A-1

Library	Type	Location	Zip	Centralized Billing?	Service Level
	South Euclid-Lyndhurst	South Euclid	44121	No	A-1
	Southeast Branch	Bedford	44146	No	A-1
	Strongsville Branch	Strongsville	44136	No	A-1
	Warrensville Branch	Warrensville Heights	44128	No	A-1
Cuyahogs Falls Library	Library	Cuyahoga Falls	44221	No	A-1
Dayton, University of	Roesch Library	Dayton	45401	Yes	A-1
	Zimmerman Law Library	Dayton	45401	Yes	A-1
Defiance College	Pilgrim Library	Defiance	43512	Yes	A-1
Denison University	Wm. H. Doane Library	Granville	43023	Yes	A-1
Eastern Gateway Community	Library	Steubenville	43952	Yes	A-2
College	Trumbull Technical	Warren	44481	Yes	A-2
	Valley Center	Youngstown	44504	Yes	A-2
Edison Community College	Main Library	Piqua	45356	Yes	A-1
Findlay, University of	Shaffer Library	Findlay	45840	Yes	A-1
Franciscan University of Steubenville	John Paul II Library	Steubenville	43952	Yes	A-1
Franklin University	Nationwide Enterprise Library	Columbus	43215	Yes	A-1
Greene County Public Library	Library	Xenia	43285	No	A-1
Heidelberg University	Beeghly Library	Tiffin	44883	Yes	A-1
Hiram College	Library	Hiram	44234	Yes	A-1
Hocking College	Learning Resource Center	Nelsonville	45764	Yes	A-1
John Carroll University	Grasselli Library	University Heights	44118	Yes	A-1
Kent Free Library	Library	Garrettsville	44240	No	A-1
Kent State University	Main Library	Kent	44242	Yes	A-1
	Ashtabula Campus	Ashtabula	44004	Yes	A-1
	East Liverpool Campus	East Liverpool	43920	Yes	A-1
	Geauga Campus	Burton	44021	Yes	A-3
	Salem Campus	Salem	44460	Yes	A-1
	Stark Campus	Canton	44720	Yes	A-1
	Trumbull Campus	Warren	44483	Yes	A-1
	Tuscawaras Campus	New Philadelphia	44663	Yes	A-1
Kenyon College	Olin and Chalmers Mem Lib	Gambier	43022	Yes	A-1
Lakeland Community College	Library	Kirtland	44094	Yes	A-1
Lorain County Community Col	Library	Elyria	44035	Yes	A-1
Louisville Public Library	Library	Louisville	44641	No	A-1
Lourdes College	Duns Scotus Library	Sylvania	43560	Yes	A-1
	Sandusky Campus	Sandusky	44870	Yes	A-2
Malone University	Everett L. Cattell Library	Canton	44709	Yes	A-1
Mansfield/Richland Co. Public Lib.	Library	Mansfield	44902	No	A-1
Marietta College	Legacy Library	Marietta	45750	Yes	A-1

Library	Type	Location	Zip	Centralized Billing?	Service Level
Massillon Public Library	Library	Massillon	44646	No	A-1
	Askren Branch - Library	Navarre	44662	No	A-1
	Belloni Branch - Library	Navarre	44662	No	A-1
Mentor Public Library	Library	Mentor	44060	No	A-1
Mercy College	Library	Toledo	43604	Yes	A-1
Methodist Theological School In Ohio	John W. Dickhaut Library	Delaware	43015	Yes	A-1
Miami University	Oxford Campus	Oxford	45056	Yes	A-1
	Hamilton Campus	Hamilton	45011	Yes	A-1
	Middletown Campus	Middletown	45042	Yes	A-1
Mount Carmel West – College of Nursing	Library	Columbus	43222	Yes	A-1
Mount Saint Joseph, College of	Archbishop Alter Library	Cincinnati	45233	Yes	A-1
Mount Union, University of	Library	Alliance	44601	Yes	A-1
Mount Vernon Nazarene Univ.	Thorne Library	Mount Vernon	43050	Yes	A-1
Muskingum College	Library	New Concord	43762	Yes	A-1
Northeastern Ohio Coop. Regional Depository	Office	Rootstown	44272	Yes	A-1
	Northeast Ohio College of Medicine, Oliver Ocasek Library	Rootstown	44272	Yes	A-1
Northwest Ohio Regional Book Depository	Office	Perrysburg	43551	Yes	A-1
Northwest State Community College	Library	Archbold	43502	Yes	A-1
Northwestern Ohio, Univ of	Library	Lima	45805	Yes	A-1
Notre Dame College	Clara Fritzche Library	Euclid	44121	Yes	A-1
Oberlin College	Library	Oberlin	44074	Yes	A-1
Ohio Christian University	Maxwell Library	Circleville	43113	Yes	A-1
Ohio Dominican University	Spangler Library	Columbus	43219	Yes	A-1
Ohio Northern University	Heterick Memorial Library	Ada	45810	Yes	A-1
	Taggart Law Library	Ada	45810	Yes	A-1
Ohio State University	Main Library	Columbus	43210	Yes	A-1
	Agricultural Technical Inst.	Wooster	44691	Yes	A-1
	COTC Coshocton Campus	Coshocton	43812	Yes	A-2
	COTC Knox Campus	Mount Vernon	43050	Yes	A-2
	Health Sciences Library	Columbus	43210	Yes	A-1
	Lima Campus	Lima	45804	Yes	A-1
	Mansfield Campus	Mansfield	44906	Yes	A-1
	Marion Campus	Marion	43302	Yes	A-1
	Moritz Law Library	Columbus	43210	Yes	A-1
	Newark Campus	Newark	43055	Yes	A-1
	Ohio Agric. Res. & Devel. Ctr	Wooster	44691	Yes	A-1

Library	Type	Location	Zip	Centralized Billing?	Service Level
	Pataskala	Pataskala	43062	Yes	A-2
Ohio University	Vernon R. Alden Library	Athens	45701	Yes	A-1
	Chillicothe Campus	Chillicothe	45601	Yes	A-1
	Eastern Campus Library	St. Clairsville	43950	Yes	A-1
	Lancaster Campus	Lancaster	43130	Yes	A-1
	Music & Dance Library	Athens	45701	Yes	A-2
	Pickerington	Pickerington	43147	Yes	A-2
	Proctorville Center	Proctorville	45669	Yes	A-1
	Southern Campus	Ironton	45638	Yes	A-1
	Zanesville Campus	Zanesville	43701	Yes	A-1
	Willett-Pratt Training Center	Cambridge	43725	Yes	A-2
Ohio Wesleyan University	Beeghly Library	Delaware	43015	Yes	A-1
Otterbein University	Courtright Memorial Library	Westerville	43081	Yes	A-1
Owens Community College	Toledo Campus Library	Toledo	43699	Yes	A-1
	Findlay Campus Library	Findlay	45840	Yes	A-1
Pontifical College of Josephinum	A.T. Wehrle Memorial Library	Columbus	43235	Yes	A-1
Portage County Public Library	Library	Garrettsville	44231	No	A-1
Rio Grande Community Col	Jeanette Albiez Davis Library	Rio Grande	45674	Yes	A-2
Rodman Public Library	Library	Alliance	44601	No	A-1
Saint Mary Seminary	Bruening-Marotta Library	Wickliffe	43834	Yes	A-1
Shawnee State University	Clark Memorial Library	Portsmouth	45662	Yes	A-1
Sinclair Community College	Learning Resource Center	Dayton	45402	Yes	A-1
	Courseview Campus	Mason	45040	Yes	A-1
	Englewood Library	Englewood	45315	Yes	A-1
	Huber Heights Library	Huber Heights	45424	Yes	A-1
	Preble County Library	Eaton	45320	Yes	A-1
Southeast Ohio Regional Library Depositor	Office	Athens	45701	Yes	A-1
Southern State Community Col	Central Campus	Hillsboro	45133	Yes	A-1
	Fayette Campus	Washington C. H.	43160	Yes	A-1
	North Campus	Wilmington	45177	Yes	A-1
	South Campus	Sardinia	45171	Yes	A-1
Southwest Ohio Regional Depository	Office	Middletown	45042	Yes	A-1
Stark County Public Library	Library	Canton	44702	No	A-1
State Library of Ohio	Main Library	Columbus	43201	Yes	A-1
Terra Community College	Library	Fremont	43420	Yes	A-1
Tiffin University	Pfeiffer Library	Tiffin	44883	Yes	A-1
Toledo, University of	Carlson Library	Toledo	43606	Yes	A-1
	Health Science Campus	Toledo	43606	Yes	A-1
	Law Library	Toledo	43606	Yes	A-1

Library	Type	Location	Zip	Centralized Billing?	Service Level
Toledo-Lucas Co. Public Library	Library	Toledo	43604	No	A-1
Trinity Lutheran Seminary	Hamma Library	Columbus	43209	Yes	A-2
Upper Arlington High School	Learning Center	Upper Arlington	43221	Yes	A-3
Urbana University	Swedenborg Memorial Library	Urbana	43078	Yes	A-2
Ursuline College	Besse Library	Pepper Pike	44124	Yes	A-1
Wadsworth Public Library	Library	Wadsworth	44281	No	A-1
Walsh University	Library	North Canton	44720	Yes	A-1
Warren-Trumbell Co. Public Library	Library	Warren	44483	No	A-1
Washington State Community College	Carson K. Miller Library	Marietta	45750	Yes	A-1
Westerville Public Library	Library	Westerville	43081	No	A-1
Wilberforce University	Rembert E. Stokes LRC	Wilberforce	45384	Yes	A-1
Wilmington College	S. Arthur Watson Library	Wilmington	45177	Yes	A-1
Wittenberg University	Thomas Library	Springfield	45504	Yes	A-1
Wooster, College of	Andrews Library	Wooster	44691	Yes	A-1
Wright State University	Dunbar Library	Dayton	45435	Yes	A-1
	Kettering College of Medical Arts	Kettering	45420	Yes	A-1
	Lake Campus Library	Celina	45822	Yes	A-1
Xavier University	McDonald Library	Cincinnati	45207	Yes	A-1
Youngstown Public Library	Library	Youngstown	44503	No	A-1
Youngstown State University	Wm. F. Magg Jr. Library	Youngstown	44555	Yes	A-1

207 locations with approximately 989 stops per week. This assumes that A2 sites receive 2 stops per week.
189 A1 sites (5 day service), 16 A2 sites (next day on-call service) and 2 A3 site (3 day service).
158 sites currently receive centralized billing through OHL with 48 sites receiving direct Contractor billing.
A Yes in the Central Billing column indicates centralized OHL billing and a No indicates direct Contractor billing.
Statistics:
Weekly average bags picked up 13,874, 2,775 per day.
Weekly average shipments 10,897, 2179 per day.
Weekly average shipments per Pickup and Delivery Site 110, 22 per day.
Average weekly number of shipments with only 1 bag 8,718 (80%), 1,743 per day.
Weekly number of shipments with 2-4 bags 1,526 (14%), 305 per day.
Weekly number of shipments with more than 4 bags 654 (6%), 131 per day.
Weekly shipments vary from -30% to +30% from the average with the exception of holidays and breaks.

Capacity Statistics

The following data is provided as a guide for capacity planning. The data is provided for all libraries under this Contract.

Capacity Class	Average Number of Items Picked Up	Approximate Number of Sites for Class
Ultra high	150	30
High	70	50
Normal	30	370
low	<5	100
SEO in Caldwell	200	1
Chicago Research Center	<5	1

ATTACHMENT ELEVEN

State Library of Ohio (LIB) Pick-up Locations

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Ada Public Library	45810		71	mwf(3)
Adams County Public Library	45693		81	mtrf(4)
Adams County Public Library-Manchester Branch	45144		54	mwrf(4)
Adams County Public Library-North Adams Branch	45679		63	mw(2)
Adams County Public Library-Peebles Branch	45660		61	mtwf(4)
Akron-Summit County Public Library	44326	X	10	mtwrf(5)
Alexandria Public Library	43001	X	16	mtwr(4)
Alger Public Library	45812		30	mwf(3)
Amherst Public Library	44001		4	mwf(3)
Andover Public Library	44003		11	mwf(3)
Arcanum Public Library	45304		8	tr(2)
Archbold Community Library	43502		18	mwr(3)
Ashland Public Library	44805		25	mwf(3)
Ashtabula Area City Schools/Lakeside High School	44004		5	wf(2)
Ashtabula Co District Library	44004		25	mtwrf(5)
Ashtabula Co District Library-Geneva Library	44004		22	mwf(3)
Ashtabula Co. JVS Library	44047		5	mwf(3)
Athens Co. Public Libraries	45764		29	tr(2)
Athens Co. Public Libraries-Athens Branch	45701		27	twr(3)
Athens Co. Public Libraries-Coolville Branch	45723		14	tr(2)
Athens Co. Public Libraries-Glouster Branch	45732		16	tr(2)
Athens Co. Public Libraries-Plains Pub Branch	45780		21	tr(2)
Athens Co. Public Libraries-Wells Branch	45710		22	tr(2)
Auglaize Co Pub Dist Library	45895		33	mtrf(4)
Auglaize Co Pub Dist Library-Cridersville Branch	45806		6	mr(2)
Auglaize Co Pub Dist Library-Francis J. Stallo Memorial Branch	45865		11	tr(2)
Auglaize Co Pub Dist Library-New Bremen Branch	45869		8	tr(2)
Auglaize Co Pub Dist Library-New Knoxville Community Branch	45871		6	mr(2)
Auglaize Co Pub Dist Library-White Memorial Branch	45896		10	tr(2)
Avon Lake Public Library	44012		4	mwf(3)
Barberton Public Library	44203		15	mtwrf(5)
Barnesville Hutton Memorial Library	43713		71	mtwrf(5)
Beachwood High School	44122		2	tr(2)
Bellaire Public Library	43906		75	mwf(3)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Bellevue Public Library	44811		25	mtwrf(5)
Birchard Public Library of Sandusky County	43420		33	mtwrf(5)
Birchard Public Library of Sandusky County-Gibsonburg Branch	43431		20	mwf(3)
Birchard Public Library of Sandusky County-Green Springs Br	44836		16	mwf(3)
Birchard Public Library of Sandusky County-Woodville Branch	43469		20	mwf(3)
Blanchester Public Library	45107		7	tr(2)
Bliss Memorial Public Library	44818		42	mtwrf(5)
Bluffton Public Library	45817		20	tr(2)
Bowerston Public Library	44695		59	mwf(3)
Bradford Public Library	45308		8	mr(2)
Briggs Lawrence County Public Library	45638		4	tr(2)
Bristol Public Library	44402	X	6	mwf(3)
Brown County Public Library	45121		73	mwr(3)
Brown County Public Library-Fayetteville-Perry Branch	45118		70	mwf(3)
Brown County Public Library-Mt. Orab Branch	45154		69	mtrf(4)
Brown County Public Library-Sardinia Branch	45171		70	mwr(3)
Brown Memorial Library	45338		10	tr(2)
Brumback Library	45891		9	tr(2)
Buckeye Local Edgewood Library (Edgewood High School)	44004		6	mwf(3)
Bucyrus Public Library	44820		16	tr(2)
Burton Public Library	44021		28	mtwrf(5)
Caldwell Public Library	43724		71	mtwf(4)
Canal Fulton Public Library	44614		90	mtwrf(5)
Cardington-Lincoln Public Library	43315		12	tr(2)
Carnegie Public Library (Washington CH)	43160		76	mtwrf(5)
Carnegie Public Library-Jeffersonville Branch	43128		48	mtwr(4)
Carroll County District Library	44615		75	mtwrf(5)
Champaign County District Public Library	43078		34	mwf(3)
Chatfield College Library	45118		24	mw(2)
Chatfield College Library-Findlay Market Campus	45202		7	tr(2)
Chillicothe and Ross County Library-Howard S Young Branch	45628		7	mwf(3)
Chillicothe and Ross County Library-Kingston Branch	45644		5	mwf(3)
Chillicothe and Ross County Library Northside Branch	45601			mtwrf(5)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Chillicothe and Ross County Library-Paxton Branch	45612		10	mwf(3)
Chillicothe and Ross County Library-Richmondale Branch	45673		5	mwf(3)
Chillicothe and Ross County Library-South Salem Branch	45681		5	tr(2)
Chillicothe and Ross County Public Library	45601		25	mtwrf(5)
Cincinnati & Hamilton County Public Library	45202		8	mwf(3)
Clark County Public Library	45501		26	mtwrf(5)
Claymont District School Public Library	44683		67	mtrf(4)
Claymont District School Public Library-Dennison Branch	44621		61	mwf(3)
Clermont County Public Library (Owensville Branch)	45160		40	mtwrf(5)
Cleveland Hts-University Hts Public Library	44118		88	mtwrf(5)
Cleveland Public Library	44114	X	113	mtwrf(5)
Clyde Public Library	43410		22	mtwrf(5)
Coldwater Public Library	45828		27	tr(2)
Columbiana Public Library	44408		40	tr(2)
Community Public Library (Sunbury)	43074		20	tr(2)
Conneaut H.S. Library	44030		6	mwf(3)
Conneaut Public Library	44030		17	mtwrf(5)
Coshocton Public Library	43812		93	mtwrf(5)
Crestline Public Library	44827		3	tr(2)
Cuyahoga Co Public Library	44134		13	mtwrf(5)
Cuyahoga Falls Public Library	44221		33	mtwrf(5)
Dally Memorial Library	43946		30	tr(2)
Danbury Local Schools	43440		5	tr(2)
Dayton Metro Library	45402	X	58	mtwrf(5)
Defiance Public Library	43512		96	mtwrf(5)
Defiance Public Library-Johnson Memorial Library	43526		13	mtwrf(5)
Defiance Public Library-Sherwood Branch Library	43556		45	mtwrf(5)
Delaware County Public Library	43015		76	mtwrf(5)
Delphos Public Library	45833		13	mwf(3)
Delta Public Library	43515	X	16	mwf(3)
Dorcas Carey Public Library	43316		62	mtwrf(5)
Dover Public Library	44622		4	tr(2)
Dr. Samuel L. Bossard Memorial Library	45631		17	tr(2)
East Cleveland Public Library	44112		23	mwf(3)
East Liverpool Carnegie Public Library	43920		4	mtwr(4)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
East Palestine Memorial Library	44413		15	mw(2)
Edgerton Local Schools (HS)	43517		7	tf(2)
Ella M Everhard Public Library (Wadsworth PL)	44281		33	mtwrf(5)
Elyria Public Library	44035	X	32	mtwrf(5)
Elyria Public Library-West River Branch	44035	X	26	mtwrf(5)
Euclid Public Library	44123	X	37	mtwrf(5)
Evergreen Community Library	43540		2	tr(2)
Fairfield County District Library	43130	X	25	mtwrf(5)
Fairfield County District Library-Baltimore Branch	43105	X	15	mwf(3)
Fairfield County District Library-Bremen Rushcreek Branch	43107	X	17	mw(2)
Fairfield County District Library-Johns Memorial Branch	43102	X	16	tr(2)
Fairfield County District Library-Northwest Branch	43112	X	19	tf(2)
Fairfield Local School District	45135		3	mwf(3)
Fairport Harbor Public Library	44077		20	mtwr(4)
Findlay Hancock County Public Library	45840		105	mtwrf(5)
Forest-Jackson Public Library	45843		54	mtwf(4)
Fort Recovery Public Library	45846		54	mtr(3)
Franklin Public Library	45005		19	tr(2)
Galion Public Library	44833		10	tr(2)
Garnet A Wilson Public Library of Pike County	45690		17	mtwrf(5)
Geauga Co Public Library	44024		29	mtwrf(5)
Geneva Schools Library	44041		4	tr(2)
Germantown Public Library	45327	X	69	mtwrf(5)
Girard Free Library	44420	X	10	mtwrf(5)
Grafton Midview Public Library	44044		3	tr(2)
Grand River Academy Library	44010		6	tr(2)
Grand Valley H.S. Library	44076		3	tr(2)
Grand Valley Public Library	44076		15	mtrf(4)
Grandview Heights Public Library	43212	X	9	mtwrf(5)
Granville Public Library	43023		25	mtwrf(5)
Greene County Public Library	45385		50	mtwrf(5)
Greenville Public Library	45331	X	44	tr(2)
Guernsey Co District Public Library	43725		75	mtwrf(5)
Guernsey Co District Public Library-Byesville Branch Library	43723		52	mtwrf(5)
Guernsey Co District Public Library-Crossroads Branch Library	43725		68	mtwrf(5)
Harbor Topky Memorial Library	44004	X	20	mtwrf(5)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Hardin Northern Public Library	45836		28	tr(2)
Harris Elmore Public Library	43416	X	40	mtwrf(5)
Harris Elmore Public Library-Genoa Branch Library	43430	X	45	mtwrf(5)
Hawken School Library	44040		11	tr(2)
Henderson Memorial Library Association	44047		20	mtwrf(5)
Herbert Wescoat Memorial Library	45651		3	tr(2)
Herrick Memorial Library	44090		65	mr(2)
Hicksville Exempted Village Schools	43526		5	tr(2)
Highland County District Library	45133		59	mtwrf(5)
Highland County District Library-Greenfield Branch	45123		60	mtrf(4)
Highland County District Library-Leesburg Branch	45135		32	mwf(3)
Highland County District Library-Lynchburg Branch	45142		64	mwf(3)
Holden Arboretum, Corning Library	44094		0	1 del./momth
Holgate Community Library	43527		42	mwf(3)
Holmes County Board of MRDD	44633		6	wf(2)
Holmes County District Public Library	44654		101	mtwrf(5)
Holmes County District Public Library-East Branch	44687		80	mtwr(4)
Hubbard Public Library	44425	X	16	mtwr(4)
Hudson Library and Historic Society	44236	X	42	mtrf(4)
Huron Public Library	44839		28	mtwrf(5)
Hurt/Battelle Memorial Library	43162		11	tr(2)
Ida Rupp Public Library	43452		78	mtwrf(5)
Jackson City Library	45640		5	tr(2)
Jefferson Area H.S. Library	44047		3	tr(2)
Kate Love Simpson Morgan County Library	43756		76	mtwrf(5)
Kate Love Simpson Morgan County Library-Chesterhill branch	43728		52	mwf(3)
Kaubisch Memorial Public Library	44830		17	tr(2)
Kingsville Public Library	44048		18	mtwr(4)
Kinsman Free Public Library	44428	X	14	mtwrf(5)
Kirtland Public Library	44094		24	mtwrf(5)
Lake Erie Correctional Institution	44030		3	mr(2)
Lakewood Public Library	44107		20	tr(2)
Lane Public Library	45011		40	mtwrf(5)
Lebanon Public Library	45036		5	tr(2)
Leetonia Community Public Library	44431		13	tr(2)
Lepper Public Library	44432		0	tr(2)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Liberty Center Public Library	43532		50	mwf(3)
Licking County/Newark Public Library	43055		97	mtwrf(5)
Lima Public Library	45801		5	mrf(3)
Logan Co District Library	43311		34	mwf(3)
Logan-Hocking County District Library	43138		4	tr(2)
London Public Library	43140		17	mwf(3)
Lorain Public Library	44052	X	43	mtwrf(5)
Loudonville Public Library	44842		74	mtwrf(5)
Louisville Public Library	44641		21	mtwrf(5)
Madison Public Library	44057	X	32	mtrf(4)
Mansfield Richland County Public Library	44902		9	mtwrf(5)
Marion Public Library	43302		10	mwf(3)
Martins Ferry Public Library	43935		83	mtwrf(5)
Martins Ferry Public Library-Bethesda Branch Library	43719		56	mwf(3)
Martins Ferry Public Library-Bridgeport Branch	43912		48	mtrf(4)
Martins Ferry Public Library-Flushing (Victoria Reed) Branch	43977		40	mwf(3)
Martins Ferry Public Library-Powhaten Point Branch	43942		47	mwf(3)
Martins Ferry Public Library-Shadyside Branch	43947		74	mtwf(4)
Marvin Memorial Library	44875		14	tf(2)
Mary L Cook Public Library	45068		3	mwf(3)
Mary Lou Johnson Hardin County District Library	44326		9	tr(2)
Marysville Public Library	43040	X	20	mtwrf(5)
Marysville Public Library-Raymond Branch	43067	X	11	mwf(3)
Mason Public Library	45040		9	tr(2)
Massillon Public Library	44646		36	mtwrf(5)
Massillon Public Library - Barry Askren Branch	44662			mwf(3)
Massillon Public Library - Belloni Branch	44662			mwf(3)
McComb Public Library	45858		19	tr(2)
McKinley Memorial Library	44446	X	15	mtwrf(5)
Mechanicsburg Public Library	43044		8	tr(2)
Medina County District Library	44256	X	57	mtwrf(5)
Meigs County District Library	45769		29	tr(2)
Mentor Public Library	44060		20	mtwrf(5)
Mercer County District Library	45822		68	mtwrf(5)
Mercer County District Library-Mendon Branch	45862		34	mwf(3)
Mercer County District Library-St. Henry Branch	45883		24	mwf(3)
Mercer County District Library-Zahn-Marion Branch	45826		28	twf(3)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Milan-Berlin Township Public Library	44846		25	mtwrf(5)
Milan-Berlin Township Public Library-Berlin Township Library	44814		20	tr(2)
Milton-Union Public Library	45383		73	mtrf(4)
Minerva Public Library	44657		84	mtwrf(5)
Mohawk Community Library	44882		82	mtwrf(5)
Monroe Co District Library	43793		73	mtwrf(5)
Monroeville High School	44847		15	tr(2)
Monroeville Public Library	44847		64	mwf(3)
Montpelier Public Library	43543		84	wf(2)
Morley Library	44077	X	12	mtwrf(5)
Mt. Gilead Public Library	43338		6	tr(2)
Mt. Sterling Public Library	43143		88	tr(2)
Mt. Vernon & Knox Co Public Library	43050		11	mwf(3)
Muskingum County Library System	43701		26	mtwrf(5)
Napoleon Public Library	43545		8	mr(2)
New Carlisle Public Library	45344		80	wf(2)
New London Public Library	44851		82	trf(3)
New Madison Public Library	45346		65	mtwrf(5)
Newcomerstown Public Library	43832		117	mtwrf(5)
Newton Falls Public Library	44444	X	25	twrf(4)
Normal Memorial Library	43521		47	mwf(3)
North Baltimore Public Library	45872		77	mtwrf(5)
North Canton Public Library	44720		15	mwf(3)
Northeast Regional Library System (NEO-RLS)	44483	X	8	mwf(3)
Northwest Regional Library System (NORWELD)	43402		9	tr(2)
Norwalk Public Library	44857		16	mwf(3)
Oak Harbor Public Library	43449		59	mtwrf(5)
Oak Hill Public Library	45656		18	tr(2)
Oberlin Public Library	44074		6	mwf(3)
Orrville Public Library	44667	X	25	mtwrf(5)
Pataskala Public Library	43062		7	mwf(3)
Patrick Henry School District Library (Edwin Wood Mem Lib)	43516		58	mtwrf(5)
Paulding County Carnegie Library	45879	X	10	mwf(3)
Pemberville Public Library	43450		61	mtwrf(5)
Peninsula Library	44264		30	tr(2)
Perry Co District Library	43349		81	mtwrf(5)
Perry Co District Library-Corning Branch	43764		49	mwf(3)
Perry Co District Library-Crooksville Branch	43731		45	mwf(3)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Perry Co District Library-Junction City Branch	43748		58	mwf(3)
Perry Co District Library-Somerset Branch	43783		73	mtwf(4)
Perry Co District Library-Thornville Branch	43076		63	mtwf(4)
Perry Public Library	44081		27	mtwrf(5)
Pickaway County District Public Library	43113		17	mtwrf(5)
Pickaway County District Public Library-Younkin Branch	43103		12	mtwr(4)
Pickerington Public Library	43147	X	25	mtwrf(5)
Piqua (Flesh) Public Library	45356		15	mr(2)
Plain City Public Library	43064	X	10	mtwr(4)
Portage County District Library	44231		34	mtwrf(5)
Porter Public Library	44145		9	mtrf(4)
Portsmouth Public Library	45662		7	tr(2)
Preble County District Library	45320		40	mw(2)
Puskarich Public Library	43907		67	mtwrf(5)
Puskarich Public Library-Clark Memorial Branch	43973		44	mwf(3)
Puskarich Public Library-Scio Branch	43988		58	mtr(3)
Putnam County District Library	45875		40	tr(2)
Pymatuning Valley H.S. Library	44003		5	mwf(3)
Ridgemont Public Library	43340		8	mr(2)
Ritter Public Library	44089		30	mtwrf(5)
Rock Creek Public Library	44084		11	mtwrf(5)
Rockford Carnegie Library	45882		50	mwf(3)
Rocky River Public Library	44116		34	mwf(3)
Rodman Public Library	44601		27	mwf(3)
Rossford Public Library	43460		85	mtwrf(5)
Sabina Public Library	45169		6	tr(2)
Salem Public Library	44460		31	mwr(3)
Salem Township Public Library	45152		14	mwf(3)
Sandusky Library	44870	X	36	mtwrf(5)
Selover Public Library	43317		7	tr(2)
Seneca East Public Library	44807		52	mtwrf(5)
SEO Library Center	43724		195	mtwrf(5)
Shaker Heights Public Library	44120		58	mtwrf(5)
Shenandoah High School	43779		6	tr(2)
Southeast Regional Library System (SERLS)	45692	X	19	tr(2)
St Clairsville Public Library	43950		59	mtwrf(5)
St Marys Community Public Library	45885		76	mtwrf(5)
St Paris Public Library	43072		10	tr(2)
St. John & Paul H.S. Library	44004		1	tr(2)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Stark County District Library	44702		100	mtwrf(5)
Steubenville and Jefferson Co Library	43952		72	mtwrf(5)
Steubenville and Jefferson Co Library-Adena Branch	43952		53	mtrf(4)
Steubenville and Jefferson Co Library-Brilliant Branch	43913		25	mtrf(4)
Steubenville and Jefferson Co Library-Dillonvalle-Mt. Plea Br	43917		53	mtrf(4)
Steubenville and Jefferson Co Library-Schiappa Branch	43952		92	mtwrf(5)
Steubenville and Jefferson Co Library-Tiltonsville Branch	43963		46	mtwr(4)
Steubenville and Jefferson Co Library-Toronto Branch	43964		60	mtwrf(5)
Stow-Munroe Falls Public Library	44224		12	tr(2)
Swanton Public Library	43558		13	tr(2)
Sylvester Memorial Wellston Public Library	45692		2	tr(2)
Tiffin Seneca Public Library	44883		64	mtwrf(5)
Tipp City Public Library	45371		80	mtwrf(5)
Toledo-Lucas County Public Library	43604		54	mtwrf(5)
Troy-Miami County Public Library	45373	X	24	mtwrf(5)
Troy-Miami County Public Library-Oakes Beitman Mem Branch	45359	X	3	mwf(3)
Tuscarawas County Public Library	44663		98	mtwrf(5)
Tuscarawas County Public Library-Emma Huber	44680		133	tr(2)
Tuscarawas County Public Library-Roy Parks Mem (Bolivar)	44612		64	mwf(3)
Tuscarawas County Public Library-Sugarcreek Branch	44681		82	mwf(3)
Tuscarawas Coutny Public Library-Tuscarawas Village Br	44682		69	tr(2)
Tuslaw Jr./Sr. High School	44647		1	tr(2)
Twinsburg Public Library	44087	X	39	mtwrf(5)
Union Township Public Library	45167		58	mtwrf(5)
Union Township Public Library-Aberdeen Branch	45101		41	mwf(3)
Upper Arlington Public Library	43221		6	tr(2)
Upper Sandusky Community Library	43351		68	mtwrf(5)
Wagnall's Memorial Library	43016	X	14	mtwr(4)
Warren-Trumball County Public Library	44483		26	mtwrf(5)
Washington Co Public Library	45750		101	mtwrf(5)
Washington Co Public Library-Barlow Branch	45712		64	mtwrf(5)
Washington Co Public Library-Belpre Branch	45714		74	mtwrf(5)
Washington Co Public Library-Lyman Pomeroy Beverly Branch	45715		58	mtwrf(5)

Library	Zip	Totes and Boxes Used?	Estimated Average Daily Volume	Service Level
Washington Co Public Library-New Matamoras Branch	45767		56	mtwf(4)
Washington-Centerville Public Library	45458		12	mwf(3)
Washington-Centerville Public Library-Woodbourne Branch	45459		11	mwf(3)
Wauseon Public Library	43567		58	mtwrf(5)
Way Public Library	43551		107	mtwrf(5)
Wayne County Public Library	44691	X	42	mtwrf(5)
Wayne Public Library	43446		42	mtwr(4)
Wellsville Carnegie Public Library	43968		70	mwf(3)
Weston Public Library	43569		45	mtwrf(5)
Weston Public Library-Grand Rapids Branch	43522		58	tr(2)
Wickliffe Public Library	44092	X	36	mtwrf(5)
Willard Memorial Library	44890		64	mwf(3)
Willard Memorial Library-Greenwich Branch	44837		65	tr(2)
Willard Memorial Library-North Fairfield Branch	44855		34	tf(2)
Willard Memorial Library-Wakeman Community Branch	44889		53	tf(2)
Williams Co Public Library	43506		110	mtwrf(5)
Willoughby-Eastlake Public Library	44095	X	43	mtwrf(5)
Wilmington Public Library of Clinton County	45177		28	mtr(3)
Wood Co District Public Library	43402		88	mtwrf(5)
Wood Co District Public Library-Walbridge Branch	43465		19	tr(2)
Worch Memorial Public Library	45380		20	tr(2)
Wornstaff Memorial Public Library	43003		12	wf(2)
Wright Memorial Public Library	45419		37	tr(2)

343 locations with approximately 1,201 stops per week.
This does not take into account that some libraries may receive 34 week service (no summer service).
All sites currently receive centralized billing through LIB.
An X in the Boxes/Totes column indicates that the site ships primarily using boxes and/or plastic lidded totes**.**

Capacity Statistics

The following data is provided as a guide for capacity planning. The data is provided for all libraries under this Contract.

Capacity Class	Average Number of Items Picked Up	Approximate Number of Sites for Class
Ultra high	150	30
High	70	50
Normal	30	370
low	<5	100
SEO in Caldwell	200	1
Chicago Research Center	<5	1

ATTACHMENT TWELVE
SAMPLE MAILING LABELS

Provided below are current samples of the mailing labels.

OhioLINK:

To: **407**
Capital University
Josiah H. Blackmore
Library
1 College and Main
Columbus, OH 43209

US Cargo
Code:
COL

From: 603
Antioch College Library
925 Livermore Street
Yellow Springs, OH 45387-
1694

OhioLINK

State Library of Ohio (LIB):

From:
Archbold Community Library
205 Stryker Street
Archbold, OH 43502

MNS
01000

To:
Ashland P.L.
224 Claremont Avenue
Ashland, OH 44805

ATTACHMENT THIRTEEN
FUEL SURCHARGE TABLE

Price/gal	FS%	Price/gal	FS%	Price/gal	FS%	Price/gal	FS%	Price/gal	FS%	Price/gal	FS%
2.51		3.01		3.51		4.01		4.51		5.01	
2.52		3.02		3.52		4.02		4.52		5.02	
2.53		3.03		3.53		4.03		4.53		5.03	
2.54		3.04		3.54		4.04		4.54		5.04	
2.55		3.05		3.55		4.05		4.55		5.05	
2.56		3.06		3.56		4.06		4.56		5.06	
2.57		3.07		3.57		4.07		4.57		5.07	
2.58		3.08		3.58		4.08		4.58		5.08	
2.59		3.09		3.59		4.09		4.59		5.09	
2.60		3.10		3.60		4.10		4.60		5.10	
2.61		3.11		3.61		4.11		4.61		5.11	
2.62		3.12		3.62		4.12		4.62		5.12	
2.63		3.13		3.63		4.13		4.63		5.13	
2.64		3.14		3.64		4.14		4.64		5.14	
2.65		3.15		3.65		4.15		4.65		5.15	
2.66		3.16		3.66		4.16		4.66		5.16	
2.67		3.17		3.67		4.17		4.67		5.17	
2.68		3.18		3.68		4.18		4.68		5.18	
2.69		3.19		3.59		4.19		4.69		5.19	
2.70		3.20		3.70		4.20		4.70		5.20	
2.71		3.21		3.71		4.21		4.71		5.21	
2.72		3.22		3.72		4.22		4.72		5.22	
2.73		3.23		3.73		4.23		4.73		5.23	
2.74		3.24		3.74		4.24		4.74		5.24	
2.75		3.25		3.75		4.25		4.75		5.25	
2.76		3.26		3.76		4.26		4.76		5.26	
2.77		3.27		3.77		4.27		4.77		5.27	
2.78		3.28		3.78		4.28		4.78		5.28	
2.79		3.29		3.79		4.29		4.79		5.29	
2.80		3.30		3.80		4.30		4.80		5.30	
2.81		3.31		3.81		4.31		4.81		5.31	
2.82		3.32		3.82		4.32		4.82		5.32	
2.83		3.33		3.83		4.33		4.83		5.33	
2.84		3.34		3.84		4.34		4.84		5.34	
2.85		3.35		3.85		4.35		4.85		5.35	
2.86		3.36		3.86		4.36		4.86		5.36	
2.87		3.37		3.87		4.37		4.87		5.37	
2.88		3.38		3.88		4.38		4.88		5.38	
2.89		3.39		3.89		4.39		4.89		5.39	
2.90		3.40		3.90		4.40		4.90		5.40	
2.91		3.41		3.91		4.41		4.91		5.41	
2.92		3.42		3.92		4.42		4.92		5.42	
2.93		3.43		3.93		4.43		4.93		5.43	
2.94		3.44		3.94		4.44		4.94		5.44	
2.95		3.45		3.95		4.45		4.95		5.45	
2.96		3.46		3.96		4.46		4.96		5.46	
2.97		3.47		3.97		4.47		4.97		5.47	
2.98		3.48		3.98		4.48		4.98		5.48	
2.99		3.49		3.99		4.49		4.99		5.49	
3.00		3.50		4.00		4.50		5.00		5.50+	

Price/gal is the Price per Gallon average for the 13 weekly values for the previous quarter.
FS% is the fuel surcharge % applied to the per-stop pricing to determine the quarterly rates for the current quarter.
No fuel surcharge may be applied for the current quarter if the previous quarterly average is below $2.51/gal.

ATTACHMENT FOURTEEN
COST SUMMARY FORM

Statewide Library Delivery Services (SLDS)

RFP: CSP906512
INDEX: LDC028

UNSPSC CATEGORY CODE: 78102200

			Estimated annual stops		Estimated annual cost
Cost per-stop	$_____	X	109,190	=	$_____
Fuel surcharge*	$_____	X	109,190	=	$_____
Cost per-stop (SEO)	$_____	X	500	=	$_____
Fuel surcharge* (SEO)	$_____	X	500	=	$_____
Cost per-stop (Chicago)	$_____	X	250	=	$_____
Fuel surcharge* (Chicago)	$_____	X	250	=	$_____
			Total estimated annual cost		$_____

* The fuel surcharge is calculated using $3.13 (average for fourth quarter of 2010) and attachment thirteen of the Offeror's proposal.
The SEO Library in Caldwell requires two stops per day, 5 days a week, with a dedicated vehicle.
The Center for Research Libraries in Chicago Ill. requires 1 stop per day, 5 days a week.

Optional pricing

The Offeror is requested to submit fixed per-stop pricing with a four (4) hour delivery window instead of the two (2) hour delivery window required in the RFP. The two hour delivery window pricing will be used for evaluation of proposals. Upon Contract award the agencies would have the choice of the two or four hour delivery window pricing. The choice of delivery window pricing would apply to all sites for the life of the Contract. If the Agencies select the four delivery window pricing, it would replace the two hour delivery window pricing and be covered by all other terms and conditions thereof.

Cost per-stop (four hour delivery window option) $_____

It is an option for the Contractor to provide pricing for the following item. The Agencies would have the option to choose this service. The optional pricing would remain fixed for the life of the Contract. A detailed description is required for any optional pricing that is provided (see item 22 page 29).

Annual cost per invoice (direct billing) $_____ For the current 343 LIB centrally billed sites to receive direct billing from the Contractor. This would create approximately 250 additional direct bill invoices. Branches would be billed to their main library. This added charge would be billed monthly.

All costs must be in U.S. Dollars and contain no more than 2 digits to the right of the decimal point. Any additional digits will be ignored for evaluation and Contract award.
The State will not be responsible for any costs not identified.