

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: MAP LIBRARY CONVERSION AND CATALOGING SERVICES

CONTRACT No.: OT901419

EFFECTIVE DATES: 02/11/19 to 01/31/22

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT901419 that opened on 12/17/18. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Instructions to Bidders](#) and [Standard Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

CONTRACT RENEWAL. This Contract may be renewed after the ending date of the Contract solely at the discretion of the Contracting Agency for a period of one month. Any further renewals will be by mutual agreement between the Contractor and the Contracting Agency for any number of times and for any period of time. The cumulative time of all mutual renewals may not exceed twenty-four (24) months unless the Contracting Agency determines that additional renewal is necessary.

This Requirements Contract is available to OHIO DEPARTMENT OF NATURAL RESOURCES, DIVISION OF GEOLOGICAL SURVEY, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the State of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official State of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

<http://www.ohio.gov/procure>

Signed: _____
Mathew M. Damschroder, Director Date

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AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. If an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIAL TERMS AND CONDITIONS

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed for each item in the bid and then adding each of the item totals together to arrive at a total for all items. Failure to bid all items may result in the bidder being deemed not responsive.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply the estimated number of cataloging records required by the price(s) offered and then add all types of records requiring cataloging to arrive at the lowest responsive and responsible bid.

BIDDERS EXPERIENCE: Bidders must demonstrate a proven track record of providing services of the same type as required by this Bid/Contract for at least five (5) years. Bidders should include a narrative with their bid of their operation and experience in providing supplies required by this Bid. If not included with the Bid, the narrative shall be due within seven (7) calendar days after request.

FIXED-PRICE WITH COST ADJUSTMENT: No price adjustment will be granted during the first twelve (12) months duration of the Contract. Thereafter, the awarded Contractor may request price adjustments based on increases in the actual costs associated with the performance of the services required by this Contract. The Contractor's petition to DAS to increase the contract price(s) must be in writing and must include a complete and detailed description of the Contractor's actual cost increases associated with the performance of the services delineated in the Contract. This shall include each Contractor's cost element, its percentage of the Contractor's overall cost and the percentage amount the element has increased since the inception of the Contract or since the last price adjustment granted by DAS. DAS will not agree to any increase that is retroactive to the start date of the Contract or is within the above-stated time period that prices may not be adjusted. Any increase granted by DAS will become effective thirty (30) calendar days after approval by DAS. The Contractor's price increase request must be accompanied by documentary evidence to fully support the request. Approval of said increase is at the sole discretion of DAS. No petition for increase will be considered for adjustments that occurred prior to the effective date of the Contract.

USAGE REPORTS: Every twelve (12) months during the term of the Contract the Contractor must submit a report (written or on electronic media in Excel format) indicating sales generated by this contract. The report shall list the number of records of each type (copy or original) converted, the price for each type and summed or totaled by record type and overall showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Walt Schneider, CPPB or walter.schneider@das.ohio.gov

SPECIFICATIONS

I. SCOPE

The Ohio Department of Natural Resources, Division of Geological Survey (DGS) is the official repository of all geologic data, maps, reports, records and other related data for the State of Ohio and is responsible for making maps and map data available to the public as well as keeping maps in perpetuity as a representative of the State's geologic data. This mandate is delineated in the Ohio Revised Code, Section 1505.01 in accordance with its significant impact on the health, welfare, safety and benefit of the public.

DGS has created and published thousands of maps for the State of Ohio. The majority of these individual maps have not been cataloged into a library system for searchability and retrievability in a publicly accessible way. The purpose of this Bid and resulting Contract is to secure a qualified supplier to perform the cataloging of these maps in accordance with established library database protocols as identified herein.

The project will begin with the cataloging of approximately 3,000 map files which have been identified and selected for the public good and business planning in the State of Ohio. After the initial cataloging of these 3,000 maps, DGS will progress with an ongoing need for cataloging of other maps in its jurisdiction throughout the term of the Contract.

II. REQUIRED STANDARDS

- A. Each map must be copied or cataloged into Machine-Readable Cataloging (MARC21) Format Standards.
 - a. See <https://www.loc.gov/marc/96princip.html>
- B. All file content must be compliant with Resource Description and Access (RDA) Standards, the national standard for descriptive cataloging of bibliographical data as published by the American Library Association (ALA) and as adopted by the Library of Congress (LOC)
- C. All records created or copied must use Library of Congress Subject (U.S.) Headings (LCSH) (38th Edition, 2016).
- D. All records must include Library of Congress Subject Headings for all counties included on the map. Some maps may include up to six counties. DGS will provide a list of geologic quadrangles and their counties.
- E. All records must include local subject headings for geological quadrangles. DGS will provide a list of local subject headings.
- F. All records must use authorized forms of names from Library of Congress or Online Computer Library Center (OCLC) for the creators of the maps. If no authority file exists, then contractor may use the form of name exactly as it appears on the map.
- G. Contractor will generate a list of names of creators for whom there are no authority files. Contractor will provide DGS with this list along with other deliverables.
- H. All records must include every creator who is credited on the map with having helped create the map.
- I. For bedrock geology maps, all records must include information about the map's legend or key in the 520 notes field. Please note that scientific names of rocks and their abbreviations are case sensitive.

III. DETAILED SPECIFICATIONS

- A. All cartographic files supplied by the State of Ohio Department of Natural Resources, Division of Geological Survey shall be cataloged in accordance with the REQUIRED STANDARDS listed in II. A., B., C, D, E, F, G, H, and I above.
 - a. DGS requires full cataloging for all files provided
 - b. Cartographic files from DGS will be supplied in pdf or tiff file format and are constructed or drawn in English.
- B. Copy Cataloging for Non-RDA Records; Requirements
 - a. Contractor must add relationship designators in \$e of name access points.
 - b. Contractor must include manual authority control on all headings.
 - c. Contractor must derive from existing non-RDA records and upgrade them to RDA Standards as if performing original cataloging.

SPECIFICATIONS (Continued)

C. Original Cataloging

- a. In addition to RDA CORE or CORE IF elements, Contractor must apply RDA optional or alternative elements when absent.
- b. Required policy statement(s) concerning RDA options and alternative is/are: RDA

D. Holdings

- a. A holdings field is required in field #852
- b. The following shall be included in the holdings field in all records:
 - i. 852 \$a – Barcode
 - ii. 852 \$b – Network File Path
 - iii. 852 \$c - File Name
 - iv. 852 \$d - this will always be "Electronic"

E. Databases

- a. The primary source of copy records shall be OCLC.
- b. Completed cataloged records will eventually be uploaded to OCLC by the State of Ohio DGS
- c. Contractor assistance will not be required for eventual uploading of cataloged records to OCLC.

F. Delivery Requirements

- a. Required file type: MRC
- b. Delivery Method: FTP

G. Other Requirements

- a. Contractor shall append a barcode to each file name.
- b. Files shall be transmitted to the awarded Contractor from DGS either by FTP or other electronic media as agreed.

H. Deliverable(s)

- a. Full level MARC records with specific instructions as delineated in III. A through G. above
- b. Copy cataloged records shall be edited to either AACR2 or RDA rules as indicated including:
 - i. The addition of any cataloging elements,
 - ii. The addition of Library of Congress subject headings when lacking,
 - iii. Verification of Library of Congress subject headings when present,
 - iv. Correction of typographical errors,
 - v. The addition of library-provided file names and network paths (with barcode numbers appended)
 - vi. Verification of physical descriptions
 - vii. AACR2 copy records shall receive 33X fields and spelling out of abbreviations.
- c. Original records shall be created using RDA guidelines
- d. Quality Verification Testing is required
- e. Production of Library Database Media (FTP)

OWNERSHIP AND SECURITY OF MAP DATA FILES PROVIDED BY THE STATE: The map data files provided by the Ohio Department of Natural Resources Division of Geological Survey are the sole property of the State of Ohio. By signature on page 1 of this Bid/Contract, the awarded contractor agrees that it has no right to these files after the work of the Contract is performed and that after the cataloging required by this Bid/Contract is performed and accepted by the State of Ohio, all map data files supplied by the state shall be permanently deleted from all Contractor databases and files and shall not be copied, archived or stored in any form or format by the Contractor or any other person or entity associated with the awarded Contractor and shall not be given, provided or transmitted to any person or entity. After performance of the work required by this Bid/Contract, the State may require the Contractor to provide an affidavit attesting to the above.

CONTRACT PRICES

Contractor: Library Cataloging Solutions, LLC - OAKS 0000259881

| OAKS Item # | UNSPSC | Description | Unit of Measure (UoM) | Price Per Record Converted |
|-------------|----------|-------------------------|-----------------------|----------------------------|
| 35388 | 86141704 | Map Copy Cataloging | Each Record | \$ 22.25 |
| 35389 | 86141704 | Original Map Cataloging | Each Record | \$ 22.25 |

DISCLOSURE OF SERVICE PROVIDERS:

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

Library Cataloging Solutions, LLC Kingsport, TN, USA

b) Principal location of all subcontractors (Name/City/State/Country)

NA

c) Location where services will be performed (Name/City/State/Country)

Library Cataloging Solutions, LLC Kingsport, TN, USA

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

Maintained by Hunter Eck of Library Cataloging Solutions, LLC in Kingsport, Tennessee, USA

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed, or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors, locations where services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

LIBRARY CATALOGING SOLUTIONS COST ALLOCATION CATEGORIES

As a baseline for evaluation of price adjustment requests for this Contract, Bidders shall indicate the percentages of total costs for the following cost elements. The sum of all percentages must equal one hundred percent. Bidders may add additional cost categories if appropriate. Failure to complete the following cost category information may render your bid not responsive

| Cost of Materials | Labor Cost | Utilities | Transportation | Other | Overhead |
|-------------------|------------|-----------|----------------|-------|----------|
| 2.5 % | 85 % | 0 % | 0 % | 0 % | 12.5 % |

STANDARD AFFIRMATION AND DISCLOSURE

EXECUTIVE ORDER 2011-12K
Governing the Expenditure of Public Funds on Offshore Services

The Contractor affirms, understands and will abide by the requirements of [Executive Order 2011-12K](#). If awarded a contract, the Contractor becomes the Contractor and affirms that both the Contractor and any of its Subcontractors will 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, termination or a damages assessment. If the Contractor will not be using Subcontractors, indicate "Not Applicable" in the appropriate spaces.

1. Principal location of business of Contractor:

4128 Fort Henry Dr. Ste D229
(Address)

Kingsport, TN 37663
(City, State, Zip)

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

N/A
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

2. Location where services will be performed by Contractor:

751 Foothills Rd.
(Address)

Kingsport, TN 37663
(City, State, Zip)

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

N/A
(Name)

(Address, City, State, Zip)

(Name)

(Address, City, State, Zip)

Standard Affirmation and Disclosure Form (Continued)

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

757 Foothills Rd
(Address)

Kingsport, TN 37663
(Address, City, State, Zip)

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

N/A
(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 a part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: Hunter Eck (signature on file)
Contractor

Print Name: Hunter Eck

Title: Administrative Cataloging Manager

Date: 12/09/2018

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000259881

Library Cataloging Solutions, LLC
4128 Fort Henry Dr.
Ste D-229
Kingsport, TN 37663

BID CONTRACT NO.: OT901419-1

DELIVERY: As Determined by Agreement
Between Agency and Library Cataloging
Solutions, LLC

TERMS: 2% 10 Days, Net 30 Days

CONTRACTOR'S CONTACT:

Hunter Eck

Telephone: (478) 595-9920
FAX: No FAX Available

E-mail: huntereck@libcatsol.com

PLACEMENT OF PURCHASE ORDERS:

Purchase Orders are to be: E-mailed to:

huntereck@libcatsol.com

CONTRACTOR'S REMIT TO ADDRESS:

Library Cataloging Solutions, LLC
4128 Fort Henry Dr
Ste D-229
Kingsport, TN 37663