

STATEWIDE CONSORTIUM OF COUNTY LAW LIBRARY RESOURCES BOARDS

**Request for Proposals
Grant to County Law Library Resources Board for
Provision of Services to the Statewide Consortium**

Date Issued: March 20, 2017

Contact Person: Charles Schneider, Chair of the Consortium Board

Eligibility: County Law Library Resources Boards that currently employ a part time or full time county law librarian.

Proposal Due: May 30, 2017

Proposal Opening: April 28, 2017

Estimated Start: July 1, 2017 Grant End: June 30, 2019

OBJECTIVE

The Board of the Statewide Consortium of County Law Library Resources Boards (“Consortium Board”) seeks grant proposals from County Law Library Resources Boards (“CLLRBs”) that are willing to allow their county law librarians to perform services for the Statewide Consortium. The Consortium Board anticipates needing services for approximately 40 hours per month. The purpose of the grant is to subsidize the compensation of the county law librarian for the successful CLLRB (“Grantee”).

BACKGROUND

The Statewide Consortium was created by House Bill 420 of the 127th General Assembly and its governing statute is R.C. 3375.481. The Consortium Board is tasked with negotiating contracts for legal research and reference materials for use by CLLRBs, facilitating the sharing of resources among CLLRBs, making recommendations regarding legal resources to CLLRBs, providing assistance to CLLRBs, and reporting to CLLRBs.

Rather than hire a full time executive director to accomplish these tasks, the Consortium Board believes they can be accomplished on a part time basis. Further, the Consortium Board believes that a county law librarian has the expertise required to help the Consortium Board accomplish these tasks.

The Consortium Board maintains an office in the Ohio Judicial Center, 65 South Front Street, Columbus.

PROJECT AND DELIVERABLES

A CLLRB may qualify for a grant from the Consortium Board by making its county law librarian available to provide the following services to the Statewide Consortium:

- Negotiate contracts that each CLLRB may use for purchasing or obtaining access to legal research and reference materials available in any medium;
- Catalogue existing resources held by CLLRBs and facilitate the sharing of those resources by the county law library resources boards;
- Develop and recommend guidelines for the collection of or access to legal resources that ought to be provided by a CLLRB;
- Provide consultation and assistance to CLLRBs;
- Issue an annual report of its activities to each county law library resources board;
- Attend meetings of the Consortium Board and report to all Ohio CLLRBs about those meetings;
- Be a member of the Ohio Regional Association of Law Libraries, attend the meetings of the ORALL County Law Library Special Interest Group, and report to all Ohio CLLRBs about those meetings;
- Act as the Consortium Board's liaison with state and local government;
- Regularly visit CLLRBs to educate them about the services provided by the Consortium Board and to encourage them to use the services provided to maximize savings for all CLLRBs;
- Recommend to the Consortium Board projects for grant funding, establish priorities for grants, process grant applications, and monitor grants awarded by the Consortium Board;
- Recommend to the Consortium Board the hiring of consultants to assist in providing the services described above;
- Perform other tasks as assigned by the Consortium Board.

LIBRARIAN QUALIFICATIONS

The county law librarian offered as key personnel, as described below, must possess a valid Ohio driver's license, hold a master's degree in library science or have equivalent experience, and be able to dedicate approximately 40 hours per month to providing the services described above.

PROPOSAL FORMAT

Cover letter signed by the Chair of the CLLRB accepting the terms of this RFP and identifying a contact person for purposes of evaluating your proposal;

Work Plan for each of the services listed above that provides the county law librarian's experience in providing similar services, a plan for providing them to the Consortium Board, and a timeline for providing these services;

Identification of the county law librarian, a description of librarian's qualifications, and a copy of the librarian's current resume;

Description of the funding required to make the county law librarian available for the Project and Deliverables described above for the period beginning with the Estimated Start date and ending on the Grant End date.

SUBMIT PROPOSALS TO:

Judith Maxwell
Delaware County Law Library
20 W. Central Ave.
Delaware, OH 43015
judith.maxwell@sc.ohio.gov
740-833-2548 (fax)

Questions by a CLLRB may be directed to Judge Charles Schneider. Questions and Answers will be circulated to all CLLRBs in the same manner as the RFP.

EVALUATION

Review and Rejection. The Consortium Board will review all timely Proposals for format and completeness. The Consortium Board may reject any incomplete or incorrectly formatted Proposal, though it may waive any defects or allow a CLLRB to submit a correction. If the CLLRB meets the formatting and mandatory requirements listed herein, the Consortium Board will continue to evaluate the proposal.

The Consortium Board may reject any Proposal or unsolicited Proposal amendment that is received after the deadline. A CLLRB that mails its Proposal must allow for adequate mailing time to ensure its timely receipt. The Consortium Board may reject late Proposals regardless of the cause for the delay.

The Consortium Board may reject any Proposal if the CLLRB takes exception to the terms and conditions of this RFP, if the CLLRB fails to comply with the procedure for participating in the RFP process, or the CLLRB's Proposal fails to meet any requirement of this RFP. The Consortium Board may also reject any Proposal that it believes is not in its interests to accept and may decide not to do business with any of the CLLRBs responding to this RFP.

Evaluation. The Consortium Board will rank the Proposals submitted in response to this RFP based on librarian qualifications for the Project and the Work Plans submitted.

The Consortium Board may also have the Proposals or portions of them reviewed and evaluated by the Consortium Board's Advisory Council, independent third parties, or various State personnel with technical or professional experience that relates to the Project. The Consortium Board may also seek reviews from end users of the Deliverables.

The evaluation will result in a point total being calculated for each Proposal. At the sole discretion of the Consortium Board, any Proposal, in which the CLLRB received a significant number of zeros, may be rejected.

Clarifications & Corrections. During the evaluation process, the Consortium Board may request clarifications from any CLLRB under active consideration and may give any CLLRB the opportunity to correct defects in or clarify its Proposal.

Interviews. The Consortium Board may require top ranked CLLRBs to be interviewed. An interview will provide a CLLRB an opportunity to clarify its Proposal and to ensure a mutual understanding of the Proposal's content. This will also allow the Consortium Board to test or probe the professionalism, qualifications, skills, and work knowledge of the respective county law librarians. The interviews will be scheduled at the convenience and discretion of the Consortium Board.

TERMS AND CONDITIONS

By submitting a Proposal, the CLLRB acknowledges that it has read this RFP, understands it, and agrees to be bound by its requirements.

The Consortium Board will not be liable for any costs incurred by any CLLRB in responding to this RFP, even if the Consortium Board does not award a grant through this process. The Consortium Board may decide not to award a grant for the Project. The Consortium Board may also cancel this RFP and contract for the Project through some other process or by issuing another RFP.

Section 9.24 of the Revised Code prohibits a State agency from awarding a contract to any person 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 CLLRB warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under R.C. 9.24, prior to the award of any contract arising out of this RFP.

The successful CLLRB ("Grantee") will be required to enter into a grant agreement with the Consortium Board prior to providing any services for the Project. The grant agreement will not be valid and enforceable until the availability of funds is certified by and approved by the Office of Budget and Management, in accordance with Chapters 126 and 131 of the Revised Code. The Consortium Board is not obligated to make grant payments prior to such OBM certification. The initial grant term will end on June 30, 2014, but may be extended on mutual agreement of the parties.

All proposals and other materials submitted will become the property of the Consortium Board and may be returned only at its option. Proprietary information should not be included in a

proposal or supporting materials because the Consortium Board will have the right to use any materials or ideas submitted in any proposal without compensation to the CLLRB. Additionally, all proposals will be open to the public after a grant has been awarded.

Key Personnel. The CLLRB's Proposal must contain the name of its county law librarian who will work on the Project. The quality and professional credentials of that person are material factors in the Consortium Board's decision to make this grant. Therefore, the CLLRB will use all commercially reasonable efforts to ensure the continued availability of that person. Also, the CLLRB will not remove that person from the Project without the prior, written consent of the Consortium Board except as provided below.

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

The CLLRB's county law librarian will be acting as an independent contractor for the Consortium Board. The county law librarian, in the performance of the grant agreement, will act only in the capacity of an independent contractor and not as an employee of the Consortium Board. The CLLRB assumes full responsibility for the actions of its county law librarian while performing services pursuant to the grant agreement and will be solely responsible for paying its county law librarian (including withholding of and/or paying income taxes and social security, workers' compensation, disability benefits and the like).

Termination. The Consortium Board may terminate the grant agreement if the CLLRB removes its county law librarian from the Project.

The Consortium Board may also terminate the grant agreement for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. The notice of termination, whether for cause or without cause, will be effective as soon as the CLLRB receives it. Upon receipt of the notice of termination, the CLLRB will immediately cease all work on the Project and take all steps necessary to minimize any costs the CLLRB will incur related to the grant agreement. The CLLRB will also immediately prepare a report and deliver it to the Consortium Board. 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 Consortium Board at the time of termination. The CLLRB will also deliver all the completed and partially completed Deliverables to the Consortium Board with its report.

If the Consortium Board terminates the grant agreement, it will be entitled to make a new award for the remainder of the grant term.

Reimbursable Expenses. The Consortium Board will pay reimbursable expenses of the Grantee, if any, in accordance with Section 126.31 of the Revised Code and the rules in Chapter 126 of the Ohio Administrative Code. The Grantee will assume all expenses that it incurs in the performance of this Contract that are not reimbursable under State law. The Grantee must follow the Consortium Board's procedures for reimbursement.

In making any reimbursable expenditure, the CLLRB 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 Consortium Board. All reimbursable expenses will be billed monthly and paid by the Consortium Board according to prompt payment rules.