REQUEST FOR PROPOSAL

Wayfinding Signage Design

RFP CML # 16-002

Columbus Metropolitan Library

Issued by:
Procurement Department
96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal:
March 10, 2016
No later than 12:00 NOON EST
REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) Wayfinding Signage Design: Interior & Exterior for Main Branch Parking Garage and Dock Area (the "Project"). The Proposal Identification Number is CML # 16-002.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than 12:00 Noon (Columbus, Ohio local time) on Thursday, March 10, 2016. Any proposal (“Proposal”) arriving after 12:00 Noon will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. on Wednesday, March 2 to purchasing@columbuslibrary.org.

The Offeror (“Offeror”) declares to have read and understood and affirms, by its signature below, to be bound by all the instructions, terms, conditions and specifications of this RFP and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

The Offeror certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by in response to the RFP, including certified statements, is accurate and complete.

<table>
<thead>
<tr>
<th>Federal Taxpayer Identification Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person signing proposal (Please print or type)</td>
</tr>
<tr>
<td>Offeror Name</td>
</tr>
<tr>
<td>Mailing address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>E-Mail address</td>
</tr>
<tr>
<td>Authorized Signature (Original signature only) Please use Blue Ink.</td>
</tr>
</tbody>
</table>

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL
Purpose
The Columbus Metropolitan Library is seeking Proposals from qualified Offerors to develop, design and provide construction administration of an exterior signage and wayfinding program for the Main Library parking garage and delivery dock.

The successful Offeror shall provide services that will include, but not limited to, the following:

1. Programming and analysis,
2. Design concept and schematic designs for each of the signage types identified,
3. Construction drawings and specifications, and
4. Bid documents for an updated solution to our wayfinding messaging for visitor and staff in the garage and delivery dock of the Main Library.

The outcome will be to create and oversee the implementation of a comprehensive, clear and consistent visual communication system with concise messaging for wayfinding.

Background
The Columbus Metropolitan Library, Main Building is located at 96 S. Grant Avenue, Columbus, Ohio 43215. Last year the Library began a $30 million renovation to address deferred maintenance issues and modernize services. The Library plans to reopen to the public on Saturday, June 25, 2016 with the goal of having all aspects of the Library function returned and fully operational prior to that date. While the facility is closed to the public for the renovation effort, the Columbus Metropolitan Library would like to make improvements to the wayfinding and signage in the parking garage. This design package will include exterior signage leading visitors to the garage and delivery dock. The parking garage is 165,000 square feet and consists of five floors. There is one point of entry from an alley on the north side of the facility.

Scope of Work
The existing wayfinding system has been in place for a number of years and has been compromised over time with many solutions to fix specific issues, losing the comprehensive, concise messaging that CML requires. This Project will require a prompt strategy in order to provide enough time to bid, fabricate, and install the solution. The successful Offeror (“Contractor”), will not be eligible to participate in the bid process for the wayfinding and signage solution.

The phases of this project shall include, but not be limited to:

1. Analysis, Planning, and Program Development: Wayfinding and Signage Review
   a. Review best practices from existing projects.
   b. Determination of sign types.
   c. Analyzing pedestrian and vehicular circulation routes.
   d. Survey of field conditions.

2. Program of Requirements:
   a. Recommendations for the design, implementation and management of program through collaboration with the CML Marketing Department, Library Project Architect, and CML’s interior signage program to assure a seamless messaging system from exterior to interior.
3. Preliminary Design Concept Report and Mapping – includes route and circulation plans, location map of all signs, all design elements, material specification, and technologies and construction processes. Also included are:
   a. Development Conceptual Design – A minimum of three (3) conceptual designs displaying placement of elements, magnitude of the final built product, budgeting, material selection and design standards.
   b. Design Development – Sign types, colors, materials, regulatory review, and value engineering,
   c. Consult with local code officials to confirm planned exterior signs.
   d. In collaboration with CML’s City liaison, consult with Columbus Downtown Commission for exterior signage approval. The Commission meets the 4th Tuesday monthly with a target meeting date of 4/26/16.

4. Pre-Production Phase:
   a. Create Construction Documents and Bid Specifications for public bid.

5. Implementation:
   a. Bidding (Design firm excluded from bidding on signage and wayfinding solution)
   b. Project Administration.
   c. Fabrication review.
   d. Installation oversight.

The Main Library will be closed to the public during the renovation period; however, active construction will still be on-going in portions of the building up until the public opening. The Contractor shall coordinate the installation activities with the construction team, the Library’s project team, and Library staff to minimize impacts to the master schedule for the larger renovation project. The Contractor’s team will need to wear and work in safety gear while inside the Main Library throughout most of the duration of this Project. The Contractor and installation team may need to work outside normal business hours to complete these tasks.

A pre-proposal site visit will be held on February 26, 2016 starting at 1:30 p.m. at the Main Library, parking and meeting at the delivery dock located at 96 S. Grant Avenue, Columbus, Ohio.

**Deliverables**
The Project deliverables include, but are not limited to, the following:

1. The successful Offeror, or Contractor shall provide a comprehensive design plan (“Design Plan”).
2. The Contractor must provide Project specific timelines and durations, periodic reporting and attend coordination meetings upon CML’s request.
3. The Contractor will furnish installation oversight for the timely and proper completion of implementing the Wayfinding Signage Design: Interior & Exterior for Main Branch Parking Garage and Dock Area Design Plan.
4. The Contractor will provide training to CML personnel to ensure a transfer of knowledge sufficient enough to prepare staff for the proposed signage and wayfinding upgrade.
5. The Offeror, in its Proposal, shall provide a training plan ("Training Plan") and training documentation supporting signage functionality and other training needs.

Evaluation Criteria for Selection
The Offeror must:

1. Clearly demonstrate its ability to meet the Library’s programmed project vision, scope, and schedule on previous similar projects.
2. Demonstrate previous experience compatible with the proposed Project (e.g., type, size).
3. Provide examples of relevant past work of prospective Offeror’s proposed consultants.
4. Provide qualifications and experience of individuals directly involved with the Project (including consultants).
5. Indicate the proximity of prospective firms to the Project site.
6. Clearly stipulate its apparent resources and capacity to meet the schedule and needs of this Project.
7. Clearly demonstrate its approach to the Project and Work tasks.
8. Provide a detailed Schedule for Completion.

Projected Timeline

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>February 18, 2016</td>
</tr>
<tr>
<td>Inquiry Period Begins</td>
<td></td>
</tr>
<tr>
<td>Pre-Proposal Conference Date</td>
<td>February 26, 2016 at 1:30 p.m.</td>
</tr>
<tr>
<td>Inquiry Period Ends</td>
<td>March 2, 2016 at 5:00 p.m.</td>
</tr>
<tr>
<td>Final Response to Vendor Questions</td>
<td>March 4, 2016 by 5:00 p.m.</td>
</tr>
<tr>
<td>Proposal Due Date</td>
<td>March 10, 2016 by 12:00 p.m.</td>
</tr>
<tr>
<td>Design Complete</td>
<td>Thursday, April 21, 2016 by 5:00 p.m.</td>
</tr>
<tr>
<td>Columbus Downtown Commission Approval</td>
<td>Tuesday, April 26, 2016 by 5:00 p.m.</td>
</tr>
<tr>
<td>Bid Documents Due</td>
<td>Thursday, April 28, 2016 by 12:00 p.m.</td>
</tr>
<tr>
<td>Installation Oversight Completion Date</td>
<td>Friday, June 10, 2016 by 5:00 p.m.</td>
</tr>
<tr>
<td>Project Completion Date</td>
<td>No later than June 11, 2016</td>
</tr>
</tbody>
</table>

(Dates / times are subject to change.)
Once the schedule has been agreed-to by the Contractor and CML, the Contractor will not change the schedule without the written consent of CML.

**DIVERSITY**

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this Proposal.

Offerors must complete the attached Bidder’s Diversity & Inclusion Participation Form.

**Pre-Proposal Conference**

A meeting to discuss and review the requirements of the RFP will be held on Friday, February 26 at 1:30 p.m. at the Main Library Branch, 96 South Grant Avenue, Columbus, Ohio. All participants will meet in the dock area on the west side of the building. The purpose of this meeting is to answer any questions about and/or provide clarification of any information contained in this RFP.

The failure or omission of an Offeror to receive or examine any necessary document, form instrument, addendum, or other document shall in no way relieve any Offeror from obligations with respect to its Proposal. No claim for extra payment will be allowed based on an Offeror's lack of knowledge of existing conditions and problems arising therefrom.
COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal for Work on the Project, the Offeror acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Offeror agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor’s behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Offeror further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

Ethics Laws. The Offeror represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

Proposal Submission Requirements

All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number (CML # 16-002) and title of Wayfinding Signage Design clearly marked on the outside, addressed and mailed to the below address:

Columbus Metropolitan Library
Attn: Wanda Dixon, Procurement Analyst
96 South Grant Avenue
Columbus, OH 43215

NOTE: The Main Branch is currently under construction. During this time, Proposals may also be delivered in person to the Loading Dock Area (South side of the building), Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215. Proposals submitted via e-mail will not be considered.
Any Proposal arriving after 12:00 NOON on the due date will be marked late and will receive no consideration for selection to provide the specified services. The Library will return, unopened, any Proposal that is received after the deadline.

Proposal Instructions
Offerors are cautioned to carefully review all parts of the RFP. No allowance will be made for any error or negligence of the Offeror.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Offeror’s capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Offeror’s ability to perform all of the actions, activities and functions described in this RFP.

Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.

Costs for developing the Proposal are entirely the responsibility of the Offeror and shall not be chargeable to the Library.

Proposal Questions
Any questions or clarifications regarding this RFP should be sent to purchasing@columbuslibrary.org and reference the Proposal Identification Number (CML # 16-002.) and title of the RFP (Wayfinding Signage Design). All questions must be submitted no later than 5:00 p.m. on Wednesday, March 2, 2016.

Offerors are encouraged to submit questions at any time during the inquiry period.

Answers to all questions, including those addressed at the Pre-Proposal Conference, will be documented and posted on the “Doing Business with the Library” page of the Library’s Website.
Propositions must be submitted in a format that corresponds to the outline below. Proposals must include a table of contents listing all sections.

1. Executive level summary of the proposed solution(s).

2. Statement as to the Offeror’s particular abilities and qualifications to include but not limited to:
   a. Brief history of the company.
   b. Product and services offerings.
   c. Describe the core competencies.
   d. The number of years the Offeror has been in business.
   e. Primary corporate location. Provide address.
   f. The geographical area of operations and professional affiliations.
   g. Overview of the ownership structure of the company. Is the company private or public?
   h. Describe any alliances or strategic partnerships with other companies.
   i. Size and composition of the organization.
   j. Number of customers.
   k. Provide the name of each team member that will be assigned to this project and the role that they will play. Include a brief resume of experience, certifications, skills and abilities of each team member. This does not have to be all-inclusive. A summary of the core team will suffice.
   l. Disclose all information concerning any suits filed, judgments entered or claims made against the Offeror during the last five years with respect to services provided by the Offeror or any declaration of default or termination for cause against the Offeror with respect to such services. In addition, state whether during the past five years the Offeror has been suspended from entering into any government contract.

3. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. The Library reserves the right to reject any Subcontractor not identified within the Offeror’s response.

4. Provide references for a minimum of three (3) projects completed during the last two (2) years. Include a description of scope and client references, including contact names, e-mail addresses, and telephone numbers.

5. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
6. Completed Diversity & Inclusion Participation Form.

Selection Process
The Library’s evaluation team will review all Proposals and evaluate responses to the RFP.

TABLE 1 - SCORING BREAKDOWN

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Maximum Allowable Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposal Technical Requirements</td>
<td>500 Points</td>
</tr>
<tr>
<td>Proposal Cost</td>
<td>125 Points</td>
</tr>
<tr>
<td>Total</td>
<td>625 Points</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th></th>
<th>DOES NOT MEET</th>
<th>WEAK</th>
<th>WEAK TO MEETS</th>
<th>MEETS</th>
<th>MEETS TO STRONG</th>
<th>STRONG</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 POINTS</td>
<td>1 POINT</td>
<td>2 POINTS</td>
<td>3 POINTS</td>
<td>4 POINTS</td>
<td>5 POINTS</td>
<td></td>
</tr>
</tbody>
</table>

CML 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.

**Evaluation Criteria**

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library.

Specific criteria that will be considered, during the evaluation, include; however, not limited to, the following:

1. Quality and comprehensiveness of the Proposal:
   a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements.
   b. Qualifications and ability to perform.
   c. Responsiveness and adherence to RFP instructions.

2. Quality of the proposed solution.

3. Stability and viability of the product and Offeror.

4. Offeror’s experience on projects of similar scope

5. Input from reference contacts

**Evaluation and Selection**

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library, based on the information provided.
Evaluation of Technical Proposal

### TABLE 2 - TECHNICAL PROPOSAL EVALUATION

<table>
<thead>
<tr>
<th>Responsiveness Criteria</th>
<th>Weight</th>
<th>Score</th>
<th>Ext’d</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Quality and comprehensiveness of the Proposal:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Qualifications and ability to perform.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Responsiveness and adherence to RFP instructions.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Quality of the proposed solution includes, but is not limited to, the following:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. Offeror’s Design Plan;</td>
<td>50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Offeror’s Design Team (including all consultants and subcontractors);</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>c. Offeror’s Implementation Plan;</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>d. Offeror’s schedule for project completion</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Stability and viability of the product and Offeror.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Offeror’s experience on projects of similar scope.</td>
<td>20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Input from reference contracts.</td>
<td>10</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Technical Score:</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The weighted points will be multiplied times the numbers of Criteria’s listed above for a maximum total of 500 points (5 points X 100) for the Technical Score.

### Evaluation of Cost Proposal

CML will rank costs on a relative bases for a maximum total of 125 points for the Cost Score.

**COST PROPOSAL POINTS.** CML 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 (Table 1). “Cost” = Total Not-to-Exceed 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.

CML will determine costs based upon the Offeror’s estimated hour and applicable labor rates, along with a “not-to-exceed” total Project cost. Refer to Table 3. The Offeror must use the
format of Table 3 for its Cost Proposal. CML reserves the right to disqualify Proposals having costs that appear unrealistic or significantly understated for the services offered.

**TABLE 3 - COST PROPOSAL**

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Total Not-to-Exceed Cost: ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Provide services that will include, but not limited to the following: programming and analysis, design concept and schematic designs for each of the signage types identified, construction drawings and specifications, and bid documents for an updated solution to our wayfinding messaging for visitor and staff in the garage and delivery dock of the Main Library. The Offeror shall include itemized detail to demonstrate how it arrived at the Total Not-to-Exceed Cost.</td>
<td></td>
</tr>
<tr>
<td>2. Other itemized requirements:</td>
<td></td>
</tr>
</tbody>
</table>

The following formula will be used to determine the final score of the proposal:

**Total Points = Technical Proposal + Cost Proposal = _____________ pts.**

The maximum possible score is 625 points.

**Contract Award**

The Library is not, by virtue of issuing this RFP, obligated to enter into a Contract and reserves the right to not issue a Contract as a result of this solicitation.
Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the “Contract”).

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a SOW submitted to CML in response to a request (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML).

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

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

Subcontracting: The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor will not need CML’s written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

CML’s approval of the use of subcontractors does not mean that CML will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold CML harmless for and will indemnify CML against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would
be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

**Standard Invoice and Payment**

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

**Payment:** In consideration for the Contractor's performance, CML will pay the Contractor at the rate specified in the contract. Payments will be made by electronic funds transfer (EFT). For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

**Payment Due Date:** CML will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted, unless otherwise indicated herein.
**Taxes:** Columbus Metropolitan Library is exempt for all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

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

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

**Delivery**

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

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

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

**Contract Cancellation; Termination; Remedies**

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

A. **Contract Performance is Substantially Endangered:** If the Contractor’s default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.

B. **Cancellation by Unremedied Default:** If a Contractor’s default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of...
default to Contractor, CML has not waived any of its rights or remedies concerning the default.

C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. “Persistent” means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.

D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

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

**Remedies for Default:**

A. Actual Damages. The Contractor is liable to CML for all actual and direct damages caused by the Contractor’s default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor’s default, from the Contractor.

B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Contractor’s default from any part of the price still due on the Contract, after CML has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

**Force Majeure:** If CML or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term “force majeure” means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

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

**Indemnification:** Contractor will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor’s performance under this Contract, including the performance by Contractor’s employees and agents and any individual or entity for which the Contractor is responsible.
Confidentiality: Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from CML. Contractor must assume that all CML information, documents, data, records or other material is confidential.

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

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

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

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

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

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

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

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

**ADDITIONAL TERMS:**

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

A completed Bidder’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Form of Proposal or Bid Form.

Bidder ("Bidder") submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Bidder will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

<table>
<thead>
<tr>
<th>Name of Subcontractor / Supplier</th>
<th>MBE or WBE</th>
<th>Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>4.</td>
<td></td>
<td>$</td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS $  

B. TOTAL BID $  

PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100) %

In addition, the project will attempt to meet the State of Ohio Construction Compliance Participation Goal of 6.9% for woman (statewide), and 10% for minorities (Columbus).

The bidder’s commitment of total workforce hours for Minority Workforce participation on the project is: ____________%.  

The bidder’s commitment of total workforce hours for Women Workforce participation on the project is: ____________%.

I certify under penalty of perjury that the forgoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: __________________________ Date: __________________

Print Name and Title: ___________________________________________________________________

*If the Bidder does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Bidders, the Bidder must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Bidders, were actively and aggressively undertaken by the Bidder, to reach such goals.