COLUMBUS METROPOLITAN LIBRARY

Request for Qualifications

Employee Diversity, Equity, and Inclusion Consulting Services (Racial Equity Action Plan)

Issue Date: 02/01/2022

RFQ Number: CML #21-003

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

Deadline for Submittal
02/23/2021
No later than 12:00 NOON EST
Procurement@Columbuslibrary.org
REQUEST FOR QUALIFICATIONS COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is conducting a qualification based selection by issuing this Request for Qualifications (“RFQ”) to provide Employee Diversity, Equity, and Inclusion Consulting Services (“Project”). The RFQ Identification Number is: CML # 21-003.

Interested proposers are required to submit a Statement of Qualifications ("SOQ"). SOQ’s must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org no later than 12:00 PM on 02/23/2021. Any SOQ arriving after 12:00 PM 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., seven (7) days prior to the proposals due date to procurement@columbuslibrary.org. All questions will be answered in the form of an addendum and posted on the CML website.

The proposer declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this RFQ and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified goods and/or services at the prices proposed.

The proposer certifies, by signature affixed to this Request for Qualification Cover Sheet, that the information provided by it in response to the RFQ, 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 the Bid (Please print or type)</td>
</tr>
<tr>
<td>Bidder 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
OVERVIEW

The Columbus Metropolitan Library seeks to establish a pre-qualified list of Diversity, Equity, and Inclusion (DE&I) consulting services to provide assistance with the development of a racial equity action plan to address areas of opportunity relative to CML employees. The duration of the period of qualification will be for three (3) years. Qualified firms will be ranked at the time that CML is prepared to commence projects related to DE&I and may be modified at the discretion of CML.

The Columbus Metropolitan Library (CML) operates twenty-two (22) library branches and a Main Library in Franklin County, Ohio. Within its service area, CML circulates over 15 million physical and electronic resources each year. There are approximately seven hundred fifty (750) employees that support our operations. These employees serve a number of roles, including sorting, customer service, marketing, information technology, finance, operations maintenance, and human resources.

Recent DE&I efforts at the Library include the creation of an employee-led Diversity and Inclusion Committee in 2019. This group has helped to identify initial activities such as the formation of pilot employee resource groups and implicit bias training for all employees. Events in Columbus and nationwide brought racial equity to the forefront of our work in 2020, leading to the formation of a Racial Equity Task Force at CML to identify priorities and opportunities for positive impact and change. The work of the Task Force, which includes CML’s senior leaders, has led to this project and request.

The Columbus Metropolitan Library seeks the services of a qualified contractor to review elements of CML’s policies, programs, practices and culture, engage with CML employees and develop a racial equity action plan that will ultimately be managed by CML.

SCOPE OF WORK

The Library intends to augment its existing staff with a qualified contractor that is qualified and experienced in DE&I matters, particularly those related to racial equity. CML will require the contractor to provide assistance with the tasks listed in this scope of work as well as other projects that may occur during the qualification period. These tasks include, but are not limited to:

A. Review of Existing Policies and Procedures Impacting the Employee Experience
   a. At the commencement of this engagement and/or after Employee Engagement activities are completed, the Contractor, under the direction of the CML Authorized Representative, will be provided with copies of relevant CML policies and procedures for the purpose of review and identifying strategic opportunities for change and improvement.
   b. The review phase will conclude with a written report from the Contractor summarizing CML’s current state and shall make recommendations for revisions and/or additions.
   c. This report will be delivered to the CML Authorized Representative.

B. Review of Key Organizational Statements and Data Points Impacting the Employee Experience
a. At the commencement of this engagement and/or after Employee Engagement activities are completed, the Contractor, under the direction of the CML Authorized Representative, will be provided with copies of relevant CML organizational statements (e.g. mission and vision statements, organizational values) and data points for the purpose of review and identifying strategic opportunities for change and improvement.
b. The review phase will conclude with a written report from the Contractor summarizing CML’s current state and shall make recommendations for revisions and/or additions.
c. This report will be delivered to the CML Authorized Representative.

C. Employee Engagement
   a. The Contractor shall commence employee engagement activities, which may include, but shall not be limited to:
      i. Surveys;
      ii. Focus groups;
      iii. Individual meetings;
      iv. Video conferences; and
      v. Other methods that may be applicable to fulfill the objective of this engagement.
   b. The Contractor shall design an employee engagement strategy that suits the objective of this project, but shall contain, at a minimum, engagement with part time employees, full time employees, managers, directors, and executive staff.
   c. The CML Authorized Representative will coordinate employee availability and scheduling for employee engagement activities.
   d. CML will make employees available during their regularly scheduled working hours to speak with the Contractor.
   e. All tools for employee engagement (ex. Video conferencing licenses, online survey tools, etc.) shall be provided by the Contractor as part of the Contractor’s fee.

D. Action Plan
   1. At the conclusion of the Review and Engagement phases, the Contractor shall develop and present a draft racial equity action plan to the CML Authorized Representative. This should comprise all findings from the Review and Engagement phases as well as best practices and Contractor expertise that represent the current approach to employee racial equity activities for similarly sized organizations, as well as recommendations for future actions.
   2. CML will be provided thirty (30) calendar days to provide input and feedback on the proposed strategy and roadmap.
   3. At the conclusion of this period, the Contractor shall provide a finalized action plan for review and acceptance by CML. This document shall become the basis for the development and execution of short and long-term racial equity activities and projects.

PROJECT TEAM COMPOSITION

a. As part of its response, the Contractor shall submit the names and background information on the project team members. This should include but shall not be limited to, education, work experience, current clients, previous clients, volunteer engagements, professional organization memberships, and other relevant information.
b. No minimum staffing level has been set for this engagement, with the exception of the Project Manager, as detailed below. Contractors are expected to carefully read the scope
of work and develop a staffing plan that will successfully meet the requirements outlined in this RFQ.

c. One (1) member shall be designated as the Project Manager and shall be directly responsible for all requests, communication, and coordination with the CML Authorized Representative. The Project Manager shall remain in place for the duration of this Agreement. If the Project Manager needs to be replaced, CML shall be notified in writing at least thirty (30) days prior to their replacement. Candidates for replacement should be submitted to the partner libraries for review and consideration, which may include interviews, at no additional charge. CML shall inform the Contractor of its acceptance of alternate candidates in writing. If a suitable replacement candidate cannot be identified and agreed upon, despite good faith efforts to identify one, it shall constitute a material persistent default, and shall be grounds for termination as specified in the terms and conditions of this Agreement.

GENERAL TERMS AND CONDITIONS

1. When appropriate, CML will make resources such as meeting rooms, photocopiers, etc., available upon request by the Contractor for meetings, presentations, and data collection initiatives to support the services outlined in this Agreement.

2. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.

3. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide deliverables and services have caused or are likely to cause impairment to the operation CML or the CML or an inconvenience to CML or the CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by CML in this regard shall be final and shall not be arbitrary or capricious.

Contractor Qualifications

1. At the time of the proposal submission, the Contractor shall have a minimum of five (5) years’ experience in providing Employee DEI Consulting services and must currently be providing these services.

2. Experience as an employee, subcontractor, agent, or principal of another organization that is not submitting a response to this solicitation shall not be accepted to meet this requirement.

3. All members of the Contractor’s project team shall have at least three (3) years of experience in providing Employee DEI Consulting services and must currently be providing these services. If for any reason a project team member is replaced, an equally skilled and experienced individual shall be offered as a replacement, subject to the review of the CML.

4. The Contractor shall provide three (3) references for work similar to that which has been described in these specifications within three (3) years of the proposal submission date.
These references shall include the project manager’s name, company name, phone number, email address, and a brief description of the work performed.
GENERAL INSTRUCTIONS

The contractor (“Contractor”) shall furnish all labor, materials, equipment services and supervision required to complete the work (“Work”), complying with the scope of work outlined herein.

The Contractor is responsible for all requirements as provided in the RFQ documents.

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 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 solicitation.

A completed Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix B, Proposer’s Diversity & Inclusion Participation Form to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal for Work on the Project, the Proposer 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 Proposer 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 Proposer 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 Proposer 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.
STATEMENT OF QUALIFICATIONS SUBMISSION REQUIREMENTS

1. Contractors are cautioned to carefully review all parts of the RFQ. No allowance may be made for any error or negligence of the Contractor.

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

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

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

5. The Proposer must address all of the requirements listed in the Request for Proposal. All Proposals must be emailed to procurement@columbuslibrary.org, with the Proposal Identification Number CML #21-003, title, and Contractor name in the subject line of the email and the file names.

SOQ SUBMITTAL

Each Proposer must submit a Statement of Qualifications in a manner conducive to a thorough and consistent review by CML. The SOQ should be organized in the following manner:

1. A table of contents listing all sections:
   a. A cover letter, on the Proposer’s letterhead, shall be submitted and shall include, but need not be limited to, the following information:
      i. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal.
      ii. A summary of the submitted Proposal and a brief statement of the Proposer’s qualifications to meet all requirements as described in this RFQ.
      iii. An Executive level summary of the proposed solution which addresses how the Contractor is qualified to provide the services specified in this RFQ.

   b. Statement as to the Contactor’s particular abilities and qualifications to include, but not limited to:
      i. Brief history of the company.
      ii. Product and services offerings.
      iii. Describe the core competencies.
      iv. The number of years the Contractor has been in business.
      v. Primary corporate location’s address.
      vi. The geographical area of operations and professional affiliations.
      vii. Overview of the ownership structure of the company.
      viii. All alliances and/or strategic partnerships with other companies.
      ix. Size and composition of the organization.
      x. Number of current customers.
      xi. A list of relevant experience providing Employee DEI consulting services.
c. A description of the Contractors staffing plan for this project, which shall include but shall not be limited to:
   i. The name of each team member that will be assigned to this project and the role the assigned role for each location.
   ii. A resume of experience, certifications, skills and abilities of each team member.
   iii. A list of current clients that are represented by each of the members of the project team.

d. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
   i. Lawsuits, judgments, liens, bankruptcies or claims made against the Contractor within five (5) years of the proposal due date.
   ii. Debarment from entering into Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the proposal due date.

e. 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. CML reserves the right to reject any Subcontractor not identified within the Contractor’s response.

f. References - The Contractor shall provide at least three (3) references for engagements within three (3) years of the proposal submission date.

g. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFQ, that may be useful and applicable to this project.

h. The Contractor must include a completed W-9 Form.

i. The Contractor must provide a Certificate of Insurance (“COI”) with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.

j. A completed Acknowledgement of Addenda form.

k. A list of all assumptions and exceptions to the specifications outlined in the RFQ.

2. Completed Acknowledgement of Addenda Form – See Appendix A

**IMPORTANT:** The Contractor shall submit its statement of qualifications via email in with “21-003- RFQ for Diversity, Equity and Inclusion Consulting Services” in the subject line to:

Columbus Metropolitan Library
**Attn:** Edward Woda, Procurement Manager
96 South Grant Avenue
Columbus, OH 43215
procurement@columbuslibrary.org
EVALUATION OF QUALIFICATIONS

The CML Evaluation team, consisting of members of various work units, will evaluate responses received to the RFQ and select firms to be part of the pre-qualified list of vendors for this engagement.

Specific criteria that will be considered will include, but will not be limited to:

1. Evidence of a history of successful DE&I work;
2. Consistency with the goals and vision of the library;
3. Team qualifications, references, and demonstrated capacity to complete this engagement;
4. Ability to augment existing CML resources;
5. Communication and presentation skills;
6. References;
7. Proposed modifications to CML Contract Terms and Conditions;
8. Any exceptions or assumptions related to the Scope of Work outlined in this RFQ;

The firm(s) selected for the project will be the firm most qualified to provide the required DE&I consulting services that possess the ability to perform successfully under the agreed upon terms and conditions.

CML reserves the right to waive irregularities in any proposal submission, to request additional information form any firm that submits its qualifications and a proposal for consideration, and to reject any or all submittals. The submission of a firm’s qualifications and proposal does not result in any right to be included in the prequalified list of vendors for this engagement if the Library’s selection team determines that the firm is not qualified to provide DE&I services.

The selection team will review all SOQ’s, identifying firms that met the minimum qualifications. Of the Qualified Firms, the selection team will identify which firm(s) will be considered a “finalist” for this engagement. The finalist may be invited to meet with CML representatives virtually or in person to discuss this engagement as well as the firms qualifications related to DE&I consulting services.

All qualified firms, including those selected and not selected for any project, will remain on the prequalified list of firms capable of providing services during the term identified in this RFQ. Any firm selected to be included on the pre-qualified list must update its qualifications on an annual basis to remain on the list.

When the qualification process is completed, CML will issue a Project Request, asking qualified firms to provide a project statement for any or all of the tasks listed in the statement of work. CML will evaluate the responses and rank the proposals based upon the best response that meets the needs of CML. The top ranked qualified firm will be invited to submit a fee proposal for project outlined by CML. CML will evaluate the statement of work and fee proposal, and attempt to negotiate a final agreement for the work. If CML and the Contractor are unable to come to an agreement on the engagement, CML will move to the next highest rated firm and repeat the process until an agreement is reached. If CML and a firm fail to
reach an agreement, they will not be selected for this engagement, however, they will be permitted to respond to additional projects in the future.
**ADDITIONAL INFORMATION**

1. Addenda to this RFQ will be posted on the Columbus Metropolitan Library Website: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the RFQ due date. Proposers are responsible for any information provided in any and all issued addenda. Proposers are required to acknowledge the receipt of all RFQ addenda by using the supplied “Acknowledgement of Addenda” form.

2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library’s purchase order. Refer to terms and conditions herein for additional information regarding payment.

3. Times referenced herein are Columbus, Ohio local time.

4. Submission of a Proposal in response to this RFQ is the Proposer’s acknowledgement that subjective criteria may be used in the evaluation of Proposals.

**RFQ CONFERENCE**

An RFQ conference will be held at virtually on 02/10/2021 at 1:00 PM to discuss the requirements of this RFQ and answer any questions. Interested proposers will be asked to RSVP to procurement@columbuslibrary.org, at which time they will be provided with a link to the pre-proposal meeting. An edited and annotated summary of the pre-proposal conference will published in the form of an addendum to the solicitation and will be made available on the Doing Business with CML page of the Columbus Metropolitan Library website, www.columbuslibrary.org.

**RFQ QUESTIONS**

All questions regarding this RFQ must be sent to procurement@columbuslibrary.org and must reference the RFQ Identification Number and title of the RFQ no later than 5:00 p.m. seven (7) days prior to the SOQ due date. CML will post written responses to all properly received questions no later than five (5) days prior to the SOQ due date. Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business.
PROJECTED TIMELINE

The projected timeline for this RFQ process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Target Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFQ Inquiry Period Begins</td>
<td>02/01/2021</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>02/10/2021 at 1:00 PM (Virtual)</td>
</tr>
<tr>
<td>Inquiry Period Ends</td>
<td>Seven (7) Days prior to the proposal due date</td>
</tr>
<tr>
<td>Final Response to Vendor Questions</td>
<td>Five (5) days prior to the proposal due date</td>
</tr>
<tr>
<td>Due Date</td>
<td>02/23/2021 at 12:00 PM [<a href="mailto:Procurement@columbuslibrary.org">Procurement@columbuslibrary.org</a>]</td>
</tr>
<tr>
<td>Establishment of the Prequalified List</td>
<td>March 2021 (estimate)</td>
</tr>
</tbody>
</table>
Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

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

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

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

**Contract Orders:** CML will order products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

**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, Finance Department via the following e-mail address: accountspayable@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 Supplier noting the areas of discrepancy.

**Payment:** In consideration for the Supplier’s performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or 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 products, supplies and services it has received and accepted.

**Taxes:** Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501(c)(3) nonprofit status.

**Term of Contract:** This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless 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 mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

**Delivery**

**F.O. B. The Place of Destination:** Where applicable, the Supplier must provide the products, 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 and included, unless otherwise stated.

**Time of Delivery:** [Not required]

**Minimum Orders-Transportation Charges:** [Not required]

**Contract Cancellation; Termination; Remedies**

**Contract Cancellation:** If a Supplier 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 Supplier’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 Supplier.

B. **Cancellation by Unremedied Default:** If a Supplier’s default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, 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 Supplier for defaults that are cured but persistent. “Persistent” means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.

D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.
**Contract Termination:** CML may terminate this Contract for convenience after issuing 30 days written notice to the Supplier.

**Remedies for Default:**

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

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

**Force Majeure:** If CML or Supplier 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, tornados, 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 Supplier 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:** Supplier will indemnify CML, its employees, members of the Board of Trustees, and it’s 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:** Supplier may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Supplier may not disclose any information obtained by it as a result of the Contract without written permission from CML. Supplier must assume that all CML information, documents, data, records or other material are confidential.
**Publicity:** Supplier and any of its subcontractors may not use or refer to this Contract to promote or solicit Supplier’s or subcontractor’s supplies or services. Supplier 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 Supplier 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 Supplier, and any agent of the Supplier, 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 Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder’s Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing 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 Manager of Purchasing. Failure of the Supplier 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 Supplier. Any Supplier, 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:** The Supplier shall maintain 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 Supplier 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 Supplier’s commercial general liability insurance shall be primary over any other coverage. The Purchasing Division reserves the right to approve all policy deductibles and levels of self-insurance retention.

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

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer’s warranties in addition to implied warranties. The Supplier 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
7. 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: procurement@columbuslibrary.org.
Appendix A - Proposer’s Diversity & Inclusion Participation Form

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

__________________________ (“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>
</tbody>
</table>

A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS $ 

TOTAL PRICE $ 

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

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 Proposer does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Proposers, the Proposer must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to proposer, were actively and aggressively undertaken by the proposer, to reach such goals.
Appendix B- Acknowledgement of Addenda

CML RFQ 21-003

Project Description: Employee Diversity, Equity, and Inclusion Consulting Services

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent’s acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable: □

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____
Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____
Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II: Check Box if Applicable: □ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _______________________________________________________
Name: __________________________________________________________________
Signature: __________________________________________________________________
Title: __________________________________________________________________
Date: __________________________________________________________________