

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Insurance Brokerage and Risk Advisory Services

Issue Date: February 6, 2018

RFP Number: CML #18-006

Issued by

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

Deadline for Submittal

Monday, February 26, 2018
No later than 12:00 NOON EST



Dan Jones, Procurement Buyer
 Procurement Department
 Telephone: (614) 849-1028; FAX: (614) 849-1140
djones@columbuslibrary.org

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for *Insurance Brokerage and Risk Advisory Services* (“Project”). The RFP Identification Number is: **CML #18-006**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than 12:00 Noon on Monday, **February 26, 2018**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be considered 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 **Friday, February 16, 2018** to: procurement@columbuslibrary.org.

The Offeror (“Offeror”) declares to have read, 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 goods or services at the prices proposed.

The Offeror certifies, by signature affixed to this “Invitation to Bid Cover Sheet”, that the information provided in response to this RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)	
Name of person signing proposal (Please print or type)	Title
Offeror Name	
Mailing address	
City	State ZIP
Telephone	Toll Free Telephone
Contact Person	Fax Number
E-Mail address	
Authorized Signature (Original signature only) Please use Blue Ink.	

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

PROJECT OVERVIEW

The Columbus Metropolitan Library (CML) is seeking Proposals from qualified Offerors for the purchase of *Insurance Brokerage and Risk Advisory Services*.

The Library further intends to make a single award as a result of the RFP. CML may consider multiple awards if it is determined to be in the best interests of the Library.

Offerors, either directly or through their subcontractor(s), must be able to provide all products/services and meet all of the requirements contained in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance, regardless of subcontractor participation in the work ("Work").

BACKGROUND

CML is seeking an insurance Broker of Record (BOR) to support the Library's enterprise risk management program. The selected Offeror will review CML's current lines of coverage, including limits and retention levels, recommend alternative risk financing and/or integrated solutions to supplement or replace existing programs and create a comprehensive risk management coverage plan which supports the Library's risk tolerance.

CML is a county district library established in accordance with §3375.20 of the Ohio Revised Code. The Library, which is a separate legal entity, is financially, managerially and operationally independent from both Franklin County and the City of Columbus. CML is a fully funded political subdivision and receives the majority of its funding from the State of Ohio and locally voted property taxes.

CML currently has a blend of insurance policies covering real and personal property, inland marine, auto physical damage and general liability insurance. CML also has individual policies covering special library needs, such as directors' and officers'/employment practices liability, property, casualty, fine arts and cyber. Employee benefits brokerage services are excluded from this RFP.

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 Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix C, *Bidder'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 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.

PROJECT OBJECTIVE

The intent of this RFP is to contract with the most experienced and qualified firm to provide BOR services and assist CML in fulfilling its critical role of providing proper protection of the Library's assets and activities on behalf of our customers and taxpayers.

Under the direction of CML, the Contractor is expected to develop and manage a program by:

1. Reviewing and recommending the most comprehensive and cost-effective program, including deductibles, levels of retention, limits, alternative risk financing alternatives and/or integrated programs to reduce risk. This must include the analytical methodology employed to arrive at each recommendation.
2. Making coverage recommendations regarding emerging risk, risk financing and cost savings.
3. Provide access to major national insurance and reinsurance markets.
4. Partnering with CML to recommend acceptable risk tolerance for risks unique to a public library of CML's size and diverse customer base.
5. Providing, either directly or through insurance providers, resources to CML such as staff training programs and materials.
6. Recommending implementation of programs which prevent loss and reduce potential liability.
7. Providing claims management and advocacy resources to minimize CML's exposure.

The objective is to obtain optimal protection for CML, in terms of insurance coverage, limits, rates and premiums, for those exposures CML currently insures or may decide to insure in the future.

The Scope of Work, which describes in more detail what the successful Offeror must deliver as part of the Contract, is attached.

The selected BOR will work with the Library in areas such as real property, personal property/inland marine, surety and fidelity bonds, general liability, automobile liability and physical damage, construction, professional liability, and directors' and officers'/employment liability, fine arts coverage, cyber liability and any emerging coverage that CML ought to consider purchasing.

The Library desires to enter into a Contract with a broker that will agree to acceptable levels of service and performance, which includes:

1. Trust and reliability.
2. Providing operational efficiency, responsiveness and resourcefulness.
3. Providing expert insurance and alternative risk financing consultation and assistance.
4. Recommending solutions to identified exposures.
5. Providing claims management services and, where applicable, recommending changes which minimize CML's exposure.

PROPOSAL SUBMISSION REQUIREMENTS

The Offeror must address all of the requirements listed in the Request for Proposal. All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #18-006** and title of ***Insurance Brokerage and Risk Advisory Services*** clearly marked on the outside, addressed and mailed to the below address.

PROPOSAL SUBMITTAL

Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "**Number CML #18-006 *Insurance Brokerage and Risk Advisory Services – Technical Proposal***" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "**Number CML #18-006 *Insurance Brokerage and Risk Advisory Services – Cost Proposal***" on the outside of each Cost Proposal package's envelope.

The Proposal package must also include electronic versions of the Technical and Cost Proposals on separate and clearly labeled flash drives. In a separate sealed envelope labeled "**Number CML #18-006 *Insurance Brokerage and Risk Advisory Services - Electronic Submission***", the Proposal package must include an electronic submission of two (2) MS-Windows formatted USB Flash Drives. Please clearly label each flash drive in accordance with its file contents as "**CML #18-006 Technical Proposal**" or "**CML #18-006 Cost Proposal**".

IMPORTANT: Technical Proposals must not contain cost or pricing information. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) hardcopies for a total of five (5) Technical and five (5) Cost Proposals in its package, plus electronic versions of each, to the following:

Columbus Metropolitan Library
Attn: Dan Jones, Procurement Buyer
96 S. Grant Avenue
Columbus, OH 43215

Proposals may also be delivered in person to the First Floor Main Circulation Desk at the Columbus Metropolitan Library located at 96 South Grant Avenue, Columbus, Ohio 43215.

Proposals will be accepted until the time indicated in the RFP. The Library is not responsible for any late mail or late special service deliveries.

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 may 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 may 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 must be sent to the following email address: procurement@columbuslibrary.org and reference the Proposal Identification Number **CML #18-006** and title of the RFP (***Insurance Brokerage and Risk Advisory Services***).

All questions must be submitted no later than 5:00 p.m. on **February 16, 2018**.

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

Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Website at: www.columbuslibrary.org/about/doing-business. Answers will be posted no later than 5:00 p.m. two business days after the inquiry period ends.

PROPOSAL FORMAT

Complete Proposal packages are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed sections:

1. Offeror Description: Provide a brief description of the Offeror's company/organization including the Offeror's size and area of specialization.
2. Provide a brief statement summarizing how the Offeror is particularly qualified for this engagement.
3. Project Plan: Offeror shall describe its approach to completing a program review and renewal recommendation including what subcontractors will be hired for specific scopes of work, phasing, etc.
4. Work Plan: Offeror shall describe its approach for this plan including what level of effort is expected from CML staff.
5. The Offeror must provide such certifications and accreditations of the account lead.

6. The Offeror should be able to provide all labor and materials necessary to perform the requested services.
7. Comparable Projects: Description of related, recent project experience and role of key staff.
8. Offeror response to Appendix A, Cost Proposal
9. Offeror response to Appendix B, Diversity & Inclusion Participation Form
10. References: Three (3) references, including current contact name, e-mail address and phone number for similar engagements.
11. The Offeror must include a completed W9 Form.
12. The Offeror 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.

SCOPE OF WORK

The selected BOR shall provide the professional services necessary to perform the following general requirements:

General

1. Develop an understanding of the Library’s needs in specialized areas and provide input regarding program improvement, including recommending limits and retention for each line of coverage.
2. Provide safety / loss control services and completion of risk reports as requested.
3. Assist in risk exposure evaluation as well as development and evaluation of traditional and alternative risk.
4. Perform risk advisory services customarily expected of a broker for the duration of the agreement.
5. Perform services necessary to bind insurance coverage for each line of insurance, excluding employee benefits, expiring on November 1, 20XX for the term of the engagement.

Marketing

The Broker of Record Contract resulting from this RFP will become effective May 31, 2018. The successful Offeror will become the Broker of Record for the Library and shall assume all broker responsibilities at that time. The selected Broker of Record shall provide, at a minimum, professional services and dedicated personnel necessary to perform the following deliverables:

1. Act as broker for policies that CML and the successful Offeror deem appropriate for CML’s exposures.
2. Develop a complete understanding of the Library’s areas of exposure and consult with Library representatives about short and long term solutions.
3. Conduct strategic planning sessions to review current performance and establish future objectives and strategies for the CML’s enterprise risk and insurance program.

4. Market and place selected insurance coverage as requested by the Library. Once coverage is in place, review and maintain copies of all policies and all negotiated endorsements, and confirm that classifications, exposures, and limits are in conformity with the Library's specifications and negotiated coverage and that all applicable negotiated extensions of coverage are being provided.
5. Prepare insurance applications, specifications, and underwriting exhibits in cooperation with Library's designated staff.
6. Provide assistance in evaluating current property values (and statement of values) for use in obtaining property insurance coverage.
7. Review insurance policies to determine compliance with agreed upon terms and conditions for those exposures that the Library currently insures.
8. Make recommendations regarding carriers, coverage, limits, terms, conditions, and exposures. Identify programs, products, and insurers capable of meeting the Library's insurance needs and prepare bid specifications for markets capable of quoting for renewals.
9. Evaluate existing insurance contracts (and claims history as necessary). Determine whether the policies currently in force are appropriate in terms of coverage, carrier, and price. Make recommendations concerning any changes, modifications, consolidations, and/or additions in the terms, conditions, and coverage limits needed to yield a comprehensive risk management program to protect the interests of the Library.
10. With assistance and authorization from the Library, market renewals in the most efficient and cost-effective manner to obtain pricing with respect to the program adopted by the Library.
11. With assistance and authorization from the Library, market and place new insurance programs and coverages in the most efficient and cost-effective manner.
12. Assist in identifying and organizing pertinent information in order to market and place insurance programs and coverages in the most efficient and cost-effective manner.
13. Conduct strategic planning sessions to review current performance and establish future objectives and strategies for the Library's risk and insurance program.
14. With the participation of the Library, obtain quotations from markets and negotiate the best terms, conditions, and pricing for the various exposure areas of the Library.
15. Evaluate the commitment and financial stability of insurers/re-insurers.
16. With the participation of appropriate Library personnel, obtain initial premium renewals and negotiate for the lowest renewal rates.

Claims Management & Loss Control Support

1. Advocate for the Library on any disputed or problem claims.
2. Assist in the expediting, resolution, negotiation, and settlement of claims and coverage questions.
3. Review all loss notices submitted by the Library and notify the carrier of claims and possible claims as requested by Library staff.
4. Provide answers to the Library, and obtain clarification from insurers, underwriters, or adjusters regarding coverage or claims questions.
5. When requested, provide Library staff with status reports and loss runs.
6. Provide value added loss control and inspection as requested by the Library.
7. Analyze loss experience to determine possible adverse frequency and/or severity trends and report findings.
8. Attend claims related meetings, as requested, with the Library.

Account Management

1. Service existing insurance policies including loss reporting, reviewing coverage issues, assisting in collection of losses, reporting values, issuing binders and certificates of insurance as necessary and processing policy changes in a timely manner.
2. Providing invoicing and billing as instructed by the Library and calculating premium allocations and provide back-up reports.
3. Review advantages and disadvantages of alternate programs.
4. Keep the Library informed of significant changes and/or trends in the insurance marketplace and, provide an annual forecast of market conditions.
5. If requested, conduct feasibility studies, risk retention recommendations, and analysis of the Library's costs of risk.
6. If requested, act as an advisor to the Library for specialty insurance coverages that may be outside the normal market of the selected broker, and as authorized, negotiate coverages and rates and provide recommendations to the Library.
7. Present for the Library's consideration, in a clear and understandable format, an evaluation of the results of each solicitation, with a comprehensive financial analysis and recommendations for selection of an insurer (or insurers/reinsurer) or risk management plan for each exposure.

The selected Broker of Record shall also be prepared to provide professional services and dedicated personnel necessary to perform additional services including, but not limited to, the following as requested by the Library:

1. Provide evaluation, training, and education relative to loss control, safety, claims management, and related topics in the area of risk management.
2. Provide recommendations for the Library staff as to risk related issues in Library contractual arrangements.
3. Alternative risk finance consulting.
4. Environmental risk consulting.
5. Business interruption/business continuity consultation.

Provide the following reports annually or when requested by the Library:

1. Prepare annual marketing strategy reports identifying significant changes and/or trends in market conditions and propose a marketing strategy for the Library's major loss exposure areas prior to policy/contract renewal.
2. The report must include a schedule of policies in force, coverage provisions, premiums, and limits of liability, loss experience for the policy period and recommendations for possible adjustments to the coverage or alternate risk-financing vehicle for the next policy year. The report should provide a summary of broker support services rendered during the prior year, including service improvement recommendations.

The successful Offeror awarded a Contract from this RFP and performing the duties of this project shall provide the Library with full transparency regarding any and all related compensation.

SELECTION PROCESS

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

The scale below (0-5) will be used to rate each Proposal on the criteria listed in Table 1.

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

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. 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, but are not limited to:

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 service.
3. Stability and viability of the product and Offeror.
4. Offeror’s experience on projects of similar scope.
5. Input from reference contacts.

Evaluation of Technical Proposal

TABLE 1 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>
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.	35
2. Quality of the proposed solution.	25
3. Stability and viability of the product and Offeror.	20
4. Offeror’s experience on projects of similar scope.	10
5. Input from reference contracts.	10

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.

Offeror should submit a cost proposal as a commission based on a percentage of premiums with any additional fees disclosed and explained. CML will calculate cost score based upon the Offeror’s percentage quoted in Appendix A. CML reserves the right to disqualify Proposals having costs that appear unrealistic or significantly understated for the services offered.

The percentage of premium approach is intended to provide visibility to compare costs in weighing proposals across multiple offerors. The selected offeror may structure fees using their preferred methodology.

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.

The Contract is to be awarded based on qualified Proposals, as per the enclosed rating system and at the discretion and consideration of CML. The CML evaluation team may select finalists to be interviewed; however, contracts may be awarded without such interviews

CML 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.

All Offeror's that respond will receive notification if they have been selected or not.

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.

PROJECTED TIMELINE

The projected timeline for this RFP 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.

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	February 6, 2018
Inquiry Period Ends	February 16, 2018 (5:00 PM)
Final Response to Vendor Questions	February 19, 2018 (5:00 PM)
Due Date	February 26, 2018 by 12:00 p.m. (Noon)
Selection of Successful Offeror	TBA

CML reserves the right to modify this schedule at CML's discretion. Notification of changes in the response due date would be posted on the CML website or as otherwise stated herein. All times are Eastern Time

Columbus Metropolitan Library

Procurement Department

Standard Contract Terms and Conditions

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.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to 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 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 a political subdivision of the State of Ohio.

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
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: Cost Proposal

**Insurance Brokerage and Risk
Advisory Services**

RFP Number: CML #18-006

COST PROPOSAL SUBMISSION FORM

Instructions: Offeror should submit a cost proposal in terms of commission as a percentage of premiums.

Total Cost: _____% of premiums.

Appendix B

**Insurance Brokerage and Risk
Advisory Services**

RFP Number: CML #18-006

Offeror's Diversity & Inclusion Participation Form

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

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

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

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	TOTAL BID	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

The Offeror's commitment of total workforce hours for Minority Workforce participation on the project is: _____%.

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