

## COLUMBUS METROPOLITAN LIBRARY

# Request for Qualifications

**HR Legal Counsel Services**

**Issue Date: March 20, 2019**

**RFQ Number: CML #19-005**

**Issued by**

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

**Deadline for Submittal**

Monday, April 15, 2019  
No later than 12:00 NOON EST



Wanda Dixon, Procurement Analyst  
 Procurement Department  
 Telephone: (614) 849-1034; FAX: (614) 849-1134  
[wdixon@columbuslibrary.org](mailto:wdixon@columbuslibrary.org)

## REQUEST FOR QUALIFICATIONS COVER SHEET

The Columbus Metropolitan Library (CML) is conducting a formal review of law firms which can provide legal services for all employment matters and customer matters related to allegations of discrimination. The selected offeror will function as outside counsel for CML in relevant matters.

Requests for Qualifications will be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on April 15, 2019**. 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 clarifications should be submitted no later than Thursday, April 4, 2019 to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

The offeror (“Offeror”) 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 for which it is selected to provide the specified services at the prices proposed.

The Offeror certifies, by signature affixed to this RFQ Cover Sheet, that the information provided by it in response to the RFQ, 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**

## **I. INTRODUCTION**

This Request for Qualifications (RFQ):

1. Provides background information on CML. (Part II)
2. Outlines the Scope of Work covered by this RFQ. (Part III)
3. Describes the nature of the partnering relationship that we want to establish with our preferred provider law firm(s). (Part IV)
4. Provides instruction on the information that we are seeking in the Proposal. (Part V)
5. Describes our selection process. (Part VI)
6. Includes additional terms and conditions. (Appendix A)
7. Diversity & Inclusion Participation Form (Appendix B)
8. Includes a Self-Evaluation of Offeror firm's current expertise for each Work Category (Appendix C)

## **II. BACKGROUND**

CML is a not-for-profit, county district library established in accordance with Section 3375.20 of the Ohio Revised Code, with its principal place of business at 96 South Grant Avenue, Columbus, Ohio 43215 (herein after referred to as "CML" and "Library").

CML consists of approximately 830 employees including full-time and part-time located in the Main Library, an Operations Center and 22 ancillary branches throughout Franklin County.

At this time, all employment issues are managed by the CML Human Resources Department and outside legal counsel.

Additional information about CML at: [www.columbuslibrary.org](http://www.columbuslibrary.org).

## **III. SCOPE OF WORK**

CML is seeking a law firm(s) with experience in a public setting and strong general legal practice capabilities to serve as a provider of legal services for a wide range of employment issues outlined in this RFQ.

Work Categories Covered by this RFQ for Outside Legal Services:

- Employment matters including employment litigation, employee relations and worker's compensation, including coordination with insurance carriers;
  - Experience with local, state, federal and administrative processes, filings, and reviews
- Employment investigations, fact findings and administrative reviews, EEOC and OCRC responses and representation, wage garnishments, employment verifications, search warrants and subpoenas;
- Mediation and arbitration;
- Performance management process;
- Corrective action & progressive discipline;
- Recruitment & hiring in a public environment;
- Public records requests related to HR records;
- Employee benefits, leave (FMLA and medical leaves) and pension issues;
- Compensation and classification practices and FLSA compliance, such as position, job description and classification review and consultation;
- Fitness for duty examinations and other pre-and-post employment tests, reviews and assessments;

- ADA interpretation, compliance and accommodation request consultation;
- Affirmative action compliance review and consultation;
- Reduction in forces and separation agreements;
- Labor relations consultation;
- Employee and manager training review and consultation (ADA, non-discrimination, harassment, whistle blower, workplace ethics, etc.)
- Employee handbook policy and procedure review and consultation;
- Counsel and guidance on compliance, record retention, mandatory reporting and general matters; and
- Customer matters related to allegations of discrimination.

#### **IV. PARTNERING RELATIONSHIP**

Ideally, we are seeking a partnering relationship with one principal law firm with a goal of ensuring that all of CML's employment needs are met within a predictable budget. We are open to ideas on how to develop such systems and best utilize each other's resources so as to achieve greater productivity and cost reduction consistent with quality results.

CML encourages creative ideas for alternative financial arrangements that provide incentives and that reward results rather than time devoted to a matter. CML, through this RFQ, is soliciting input from qualified law firms on a fee arrangement that allows the firm to deploy its resources in the most cost-efficient manner and ensures that CML has access to and receives high quality outside counsel services.

#### **V. REQUEST FOR INFORMATION**

The selected Offeror's firm will assist CML by providing quality legal services in a cost-effective value-added manner. The Offeror's Proposal should contain sufficient details so that the RFQ Evaluation Team can understand the Offeror's experience in the identified areas and should provide the following information:

##### **A. Contact Information**

The name and contact information of one person with whom the Evaluation Team or its designees should communicate regarding any questions about the Proposal.

##### **B. Firm Information**

Proposals should include a short history of the Offeror's firm, its size, financial stability and experience in the practice areas. Provide the addresses of: (i) home office, and (ii) proposed office(s) that would provide services to CML. Only local firms with an office in the Greater Columbus area will be considered.

##### **C. Offeror's Expertise/Staffing**

1. Offeror shall describe its experience in the relevant practice areas.
2. Offeror shall identify the practice leads by practice area. Offeror shall identify the attorneys in your firm who would be working as the core team to provide the services defined in this RFQ (include a resume/CV for those attorneys) in the practice areas.
3. Considering the scope and volume of work proposed, the Offeror shall describe the staffing it would propose, including an explanation of how it would resource projects.
4. Offeror shall describe how its firm will provide services to CML and its firm's ability to respond to both normal and urgent requests.
5. Offeror shall complete and submit the firm Self Evaluation (Appendix B) regarding the firm's current expertise for each Work Category that is offered to its existing client base.

#### **D. Conflicts**

CML considers the activities of all firm members in determining whether a conflict of interest exists. Please identify any known or potential barriers which would prevent your firm from being able to represent CML. CML expects disclosure of the following:

1. Representation of any CML staff,
2. Representation of a CML Board member, and
3. Representation of a party in a matter adverse to CML.

#### **E. Communication**

The Offeror shall explain how it will keep CML fully apprised of firm activity regarding CML and project status. Explain how you will ensure that service delivery is uniform and advice is consistent across CML's organization. The Offeror shall describe what online tracking/data its firm plan to provide.

#### **F. Value Added Services/Resources**

The Offeror shall explain what additional resources the firm can offer, including updates/in-house education programs for CML executives, HR staff, managers and employees. The Offeror shall describe any complimentary or fee-based resources including type of service, frequency and cost (if applicable).

#### **G. Fee Proposal**

Provide your recommendation for the fee structure. If you propose alternative fee options, identify how the fee was determined and the amount. If any part of your fee proposal includes using a billable hour fee, describe how you would manage such billable hours to ensure effective value added legal service within the dollar range referenced above for legal services, and describe each level of legal service provider and the applicable fee.

#### **H. Summary**

The Offeror shall summarize the scope of its Proposal and include an explanation of why the firm's Proposal should be selected.

#### **I. References**

The Offeror shall include the names, titles, phone number and e-mail address for two current clients, of like nature to CML, for whom its firm provides services similar to what its proposes to provide to CML (not required for incumbent legal services provider).

### **VI. SELECTION PROCESS**

The Library's selection team will review all proposals and evaluate responses to the RFQ. Firms will be ranked, as required by the qualification-based selection process set forth in Ohio Revised Code Section 9.33, et seq.

A short list of 'finalists' will then be required to meet in person, in Columbus, Ohio, with the selection team for a presentation and interview.

At the conclusion of the presentations and interviews, the selection team will then rank the firms on the basis of qualifications and begin contract negotiations with the firm or firms ranked most qualified for the options being considered at this time. If the Library is unable to reach an

acceptable price for services with the top-ranked firm(s), the Library will terminate negotiations and move on to the next ranked firm.

Upon successful negotiations, the firm will be presented to the Library's Board of Trustees for approval of the selection and authorization to enter into an agreement for services with the firm(s).

The Library is not, by virtue of issuing this RFQ, obligated to enter into a contract and reserves the right to not issue a contract as a result of this solicitation.

## **VII. 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 Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix A, *Offeror's Diversity & Inclusion Participation Form* to submit or denote omission of participation.

## **VIII. 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.

## **IX. Proposal Submission Requirements**

Each Offeror must submit one (1) original signed in blue ink, four (4) copies, and one (1) MS- Windows formatted USB Flash Drive. All proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML#19-005** and title of the RFQ (*HR Legal Counsel Services*) clearly marked on the outside, addressed and delivered to:

Columbus Metropolitan Library  
**Attn: Wanda Dixon, Procurement Analyst**  
96 South 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 RFQ. The Library is not responsible for any late mail or late special service deliveries.

### **ADDITIONAL INFORMATION**

1. Addenda to this RFQ will be posted on the Columbus Metropolitan Library Web-site: [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business) at least five (5) business days prior to the RFQ opening. Offerors are responsible for any information provided in any and all issued addenda.
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. The Offeror shall provide a sample invoice to demonstrate it can meet the requirements of this RFQ. Refer to the "Invoice" section.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Proposal in response to this RFQ is the Offeror's acknowledgement that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Offeror determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

### **RFQ QUESTIONS**

All questions regarding this RFQ must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and must reference the RFQ Identification Number and title of the RFQ no later than **5:00 p.m. on Thursday, April 4, 2019**. 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](http://www.columbuslibrary.org/about/doing-business). Answers will be posted **no later than 5:00 p.m. on Monday, April 10, 2019**.

## 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.

If a change is made to the RFQ process, it will be communicated to those organizations reflecting an interest in responding to the opportunity and through a notice published on the “Doing Business with the Library” page of the Library’s website [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business).

Activity	Target Completion Date
Issuance of RFQ, Inquiry Period Begins	March 20, 2019
Inquiry Period Ends	April 4, 2019 at 5:00 pm
Final Response to Vendor Questions	April 10, 2019
Proposal Due Date	April 15, 2019 by 12:00 Noon
Evaluation and Selection of Short-Listed Firms	TBD
Firm Presentations & Interviews	TBD
Board Approval	TBD

## Appendix A 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](mailto: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 CML 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 CML Procurement Department in order to resolve the issues. These terms and conditions will be used by the CML 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 make arrangements for EFT (electronic funds transfer).
5. 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
6. <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](mailto:procurement@columbuslibrary.org).

**Appendix B**  
**Offeror's Diversity & Inclusion Participation Form**

**HR Legal Counsel Services**  
**RFQ Number: CML #19-005**

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal 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.		\$
	<b>A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS</b>	\$
	<b>TOTAL PROPOSAL</b>	\$
	<b>B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)</b>	%

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.**

## Appendix C: Firm Self-Evaluation of Work Categories

Rate your firm's current expertise in each Work Category based on the 4-point rating scale defined below. Provide additional comments regarding the rating for each Work Category as you believe to be helpful and necessary to understand the rating (i.e., number of years your firm has provided such service, number of current attorneys that offer such services, etc.).

1 = Expertise not available. The Work Category is not a service that your firm currently offers to its existing client base. Your firm does not desire to recruit for nor does it desire to develop such expertise in this Work Category.

2 = Expertise requires development. The Work Category is not a core service that your firm currently offers to its existing client base. However, your firm is willing to recruit for and/or develop such expertise in this Work Category.

3 = Expertise is of good quality. The Work Category can be characterized as a service that your firm currently offers to its existing client base. While this may not be characterized as an exceptional industry expert service offered by your firm, your firm currently possesses sufficient expertise to provide quality legal services.

4 = Expertise is exceptional. The Work Category can easily be characterized as a primary service or core service that your firm currently offers to its existing client base. Your firm is recognized as an industry expert that possesses exceptional expertise that exceeds general industry standards in this particular Work Category.

### Work Categories Covered by This RFQ for Outside Legal Services Name

of Firm: \_\_\_\_\_

	Work Category	Firm Rating
1	Employment matters including employment litigation, including coordination with Insurance carriers - Experience with local, state, federal and administrative filings	
2	Government Investigations, Wage Garnishments, Employment Verifications, Search Warrants and Subpoenas	
3	Recruitment & Hiring in a public environment	
4	Employee benefits and pension issues	
5	Compensation practices and FLSA compliance;	
6	Counsel and guidance on discipline, documentation and investigations;	
7	RIFs and Separation Agreements;	
8	Employee Handbook Policy and procedure review and consultation;	
9	Counsel & guidance on compliance, record retention, & mandatory reporting;	
10	Non-employee discrimination claims	