

COLUMBUS METROPOLITAN LIBRARY

# Request for Proposal

**Security Risk Assessment Consulting Services**

July 21, 2017

RFP CML # 17-018

**Issued by**

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

**Deadline for Submittal**

Friday, August 18, 2017 – No later than 12:00 Noon



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

## REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for *Security Risk Assessment Consulting Services* (“Project”). The Proposal Identification Number is: **CML # 17-018**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon (Columbus, Ohio local time) on Friday, August 18, 2017**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 12:00 Noon on **Tuesday, August 8, 2017** to: [procurement@columbuslibrary.org](mailto: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 “Request for Proposal 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 (“Library”) is seeking competitive sealed proposals (“Proposals”) for a board certified, independent and non-product affiliated security consulting firm credentialed through the American Society for Industrial Security International (ASIS) to perform a security risk assessment and assist the Library in developing a security master plan. The master plan shall include implementation and potential physical security upgrade costs for recommended improvements from the assessment.

## **Background**

The Columbus Metropolitan Library is a county district library with its principal place of business at 96 South Grant Avenue, Columbus, Ohio. CML consists of 25 locations throughout Franklin County, Ohio. The Library has approximately 800 employees. The Library also provides Outreach Services, serving a diverse population with varying needs ranging from preschoolers to senior citizens.

One of the central objectives of the Security department is to deliver holistic safety & security services through enhanced integration of technical capabilities, and to provide comprehensive security protocols that focus on maintaining a safe and secure environment for all. Most issues that our organization faces involve behavioral disruptions, disorderly conduct, drug use, and rarely, violent crime like assault. We are committed to creating an environment where Security acts as community liaisons to our customers; it will be by de-escalation and outreach that we achieve our goals to minimize incidents and create a safe and welcoming space for all. Relationship building is key to our success, with less emphasis on a strict law and order discipline.

The Library’s 45+ Security staff members are CML employees, with three supervisors, two lead officers, and a manager. Staffing and approaches vary by location and are dependent on the needs of the community.

## **Contractor Responsibilities and Project Deliverables**

### **Phase 1**

Offeror must deliver a comprehensive security report that addresses the security risk- based requirements of the Columbus Metropolitan Library. The assessment should, at a minimum, include the following:

1. A security threat assessment which will:
  - a. Identify security related threats from internal and external sources during and after operating hours.
  - b. Analyze potential criminal threats.
  - c. Identify critical risks and pair with appropriate responses, utilizing assets (including personnel) to mitigate those risks.
  - d. Analyze vulnerabilities.
  - e. Identify actions that mitigate risk and provide an analysis of mitigation actions.

2. A review of security staffing models and staffing levels within CML including:
  - a. Hiring and Retention, with emphasis on requisite skillset and training.
  - b. Position Descriptions.
  - c. Position Specific Duties, responsibilities, and deployment assessment.
3. A review of incident reports for the past two years.
4. A physical evaluation of all CML's facilities, during and after operating hours.
5. Review of current security systems (e.g., restricted and unrestricted access control, intrusion detection, video surveillance, lock and key control) and policies.
6. Interviews with staff (for the purpose of this RFP, a random sampling of security staff as well as non-security staff). These interviews shall be focused on the staff's observations of security operations as it affects their role at CML.
7. A Crime Prevention Through Environmental Design (CPTED) evaluation of areas surrounding the buildings including grounds, parking lots, lighting, and landscape.
8. Review current Emergency Response Plans and Emergency Notification system (ECN-Code Red) capabilities.
9. Review Response to Resistance Training, Defensive Tactics Training and De-escalation training, with emphasis on training frequency, documentation and tracking, and record keeping.
10. Evaluate and recommend enforcement personnel constraints and permitted actions.
11. Identification of training needs.
12. Assessment of CML's Incident Reporting system and data collection capabilities.
13. Assessment of CML's Security Operations Center for function, efficiency and workflow.

## **Phase 2**

The Offeror will deliver a Security Risk Assessment Report and a Master Plan with a cost estimate, which will provide recommendations for:

1. Technical and physical security measures to mitigate or reduce risk to staff and assets;
2. Security Awareness programs intended to reduce victim assisted crimes;
3. Modifications and additions to existing policies, procedures, and recommended practice.
4. New policies, procedures, and recommended practices.
5. Initial Incident Response measures for security driven events.
6. Comprehensive training recommendations for both new hires and current staff
7. Phased implementation strategies with detailed security design cost estimates for recommended measures.

8. At least two (2) presentations to management and other stakeholder groups to review findings and recommendations.
9. Summary of Security Performance Indicators.
10. Gap Analysis, with implementation strategies and timing.

**Consultant Qualifications**

The Offeror must affirm in its Proposal that it meets all of the following qualifications:

1. The contractor (“Contractor”) shall be independent and non-product affiliated.
2. No fewer than five (5) years’ experience in performing security assessments and technical security designs for public service agencies.
3. Minimum insurance requirements of no less than one (1) million dollars for errors and omissions.
4. Present sufficient qualified personnel to carry out the project in a timely fashion.
5. Demonstrated experience in conducting security work for Public Service Agencies of similar or larger size and scope. The Offeror should provide at least three (3) examples.
6. Experience with security system design and cost estimating.
7. The Offeror shall not be in the business of selling security systems hardware or officer services.
8. The Offeror or employees of the Offeror must be certified by the American Society for Industrial Security International (ASIS) as a Certified Protection Professional (CPP), Physical Security Professional (PSP), or a Certified Security Consultant (CSC).

**Projected Timeline**

Activity	Date
Issuance of RFP/Inquiry Period Begins	July 21, 2017
Inquiry Period Ends	August 8, 2017 at 12:00 Noon
Final Response to Vendor Questions	August 11, 2017 by 5:00 PM
Proposal Due Date	August 18, 2017 12:00 Noon
Project Completion Date	To Be Determined

Once the schedule has been agreed-to by the Contractor and CML, the Contractor shall not change the schedule, without the written permission of CML.

**DIVERSITY**

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

## COMPLIANCE WITH APPLICABLE LAWS

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

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

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

### Proposal Submission Requirements

All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #17-018** and title of *Security Risk Assessment Consulting 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. The Technical Proposal package must be clearly marked on the outside of the package's envelope "CML # 17-018 RFP – *Security Risk Assessment Consulting Services* Technical Proposal". The Cost Proposal package must be clearly marked on the outside of the package's envelope "CML # 17-018 RFP – *Security Risk Assessment Consulting Services* Cost Proposal".

The Proposal package must also include electronic versions of the Technical and Cost Proposals on clearly labeled on two (2) flash drives. One (1) flash drive shall contain the Technical Proposal and must be clearly marked with the Offeror's name and "CML # 17-018 RFP Technical Proposal". One (1) flash drive shall contain the Cost Proposal and must be clearly marked with the Offeror's name and "CML # 17-018 RFP 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) copies for a total of four (4) Technical and four (4) Cost Proposals in its package, including electronic versions of each, to the following:

Columbus Metropolitan Library  
**Attn: Wanda Dixon, Procurement Analyst**  
96 S. Grant Avenue  
Columbus, OH 43215

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 address: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and reference the Proposal Identification Number **CML #17-018** and title of the RFP *Security Risk Assessment Consulting Services*.

All questions must be submitted no later than 12:00 Noon on **August 8, 2017**.

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](http://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**

To facilitate comparison of Proposals, Offerors must submit Proposals in a format that corresponds to the outline below. Proposals must include a table of contents listing all sections.

1. Executive level summary of the proposal.
2. Statement as to the Offeror's particular abilities and qualifications to include, but not limited to:
  - a. Brief history of the company.
  - b. Product and services offerings.
  - c. Describe the core competencies.
  - d. The number of years the Offeror has been in business.
  - e. Primary corporate location's address.
  - f. The geographical area of operations and professional affiliations.
  - g. Overview of the ownership structure of the company. Is the company private or public?
  - h. Size and composition of the organization.
  - i. Number of customers.

- j. The Offeror's Staffing Plan. Provide the name of each team member that will be assigned to this project and the role that they will play. Include a brief resume of experience, certifications, skills and abilities of each team member. This does not have to be all-inclusive. A summary of the core team will suffice.
  - k. Disclose all information concerning any suits filed, judgments entered or claims made against the Offeror during the last five years with respect to services provided by the Offeror or any declaration of default or termination for cause against the Offeror with respect to such services. In addition, state if during the past five years the Offeror has been suspended from entering into any government contract.
3. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Offeror's response. [Note: Subcontractor is not required for this RFP.]
  4. Provide references for a minimum of three (3) projects completed during the last two (2) years. Include a description of scope and client references, including contact names, e-mail addresses, and telephone numbers.
  5. The Offeror's Work Plan. The Work Plan must address exactly how the Offeror will provide all required services specified in this RFP including; however, not limited to, the "Minimum Contractor Capabilities", "Scope of Services" and "Support for Transition & Continued Service".

The Offeror's Staffing Plan. The Staffing Plan must provide detail sufficient to clearly describe how each staff position will contribute to the success of the Project. The Staffing Plan should list each position by title, the name of the person filling that position and their qualifications including, but not limited to, certifications, degrees, experience, resume', etc.

6. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
7. The Offeror must include a completed W-9 Form.
8. 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. COI must also include the requirement for Errors and Omissions as stated in the "Consultant Qualifications" section.
9. Payments will be made to the awarded Contractor by electronic funds transfer (EFT). Current EFT information will be due to the Finance Department upon award.

## Selection Process

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

TABLE 1 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	500 Points
Proposal Cost	125 Points
Total	625 Points

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

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 Technical Score in Table 2. 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 Offeror’s Proposal must be complete in its content such that it addresses, in detail, how it meets all requirements of the RFP.

Criteria that will be considered, during the technical proposal evaluation, include; however, shall not be limited to, the following:

1. Quality and comprehensiveness of the Proposal:
  - a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements.
  - b. Qualifications and ability to perform.
  - c. Responsiveness and adherence to RFP instructions.
2. Quality of the proposed solution.
3. Stability and viability of the product and Offeror.
4. Offeror’s experience on projects of similar scope.
5. Input from reference contacts.

Refer to Table 2 for specific criteria and respective weights.

**Evaluation and Selection**

Proposals will be analyzed against selection criteria to determine if an Offeror will be invited for an interview. The interview process will further determine suitability of the Offeror’s proposal, scope of work and fit with CML culture and criterion

Specific criteria that will be considered, during the evaluation, include:

**Evaluation of Technical Proposal**

TABLE 2 - TECHNICAL PROPOSAL EVALUATION

<b><u>Responsiveness Criteria</u></b>	<b><u>Weight</u></b>	<b><u>Score</u></b>	<b><u>Ext'd</u></b>
1. Quality and comprehensiveness of the Proposal: a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements. b. Clarity and organization of the Proposal. c. Responsiveness and adherence to RFP Instructions.	30		
2. Quality of the proposed solution includes, but is not limited to, the following: a. Comprehensive Work Plan per the RFP. b. Offeror’s Staffing Plan. c. Demonstrated ability of Offeror to meet all RFP requirements.	40		
4. Offeror’s experience on projects of similar scope.	20		
5. Input from reference contacts.	10		
<b>Total Technical Score:</b>			

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

**Evaluation of Cost Proposal**

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

COST PROPOSAL POINTS. CML will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table (Table 1). "Cost" = **Total Not-to-Exceed Cost** identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion

**COST PROPOSAL**

Refer to Attachment A for the Cost Proposal submission form.

**Reimbursable expenses will not be permitted. Quoted rates should be all inclusive of labor, materials, etc.**

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.

**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](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 part of Franklin County Government and has a 501 nonprofit status.

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

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

### **Delivery**

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

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

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

### **Contract Cancellation: Termination: Remedies**

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

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of

default to Contractor, CML has not waived any of its rights or remedies concerning the default.

- C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

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

**Remedies for Default:**

- A. Actual Damages. The Contractor is liable to CML for all actual and direct damages caused by the Contractor's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor's default, from the Contractor.
- B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, after CML has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

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

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

**Indemnification:** Contractor will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

**Confidentiality:** Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from CML. Contractor must assume that all CML information, documents, data, records or other material is confidential.

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

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

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

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

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

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

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

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

**ADDITIONAL TERMS:**

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. All times referenced herein are Columbus, Ohio local times.
3. *CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. 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).

**Attachment A  
Cost Proposal  
Security Risk Assessment Consulting Services  
CML 17-018**

<b>Service Type by Phase</b>	<b>Service Labor Rates (\$/hr.</b>	<b>Total Hours</b>	<b>Extended Cost (\$)</b>

**Total Not-to-Exceed Cost (\$):** \_\_\_\_\_

**Offeror Name:** \_\_\_\_\_

Reimbursable expenses will not be permitted. Quoted rates should be all inclusive of labor, materials, etc.