

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Underwriting Services

Issue Date: May 6, 2019

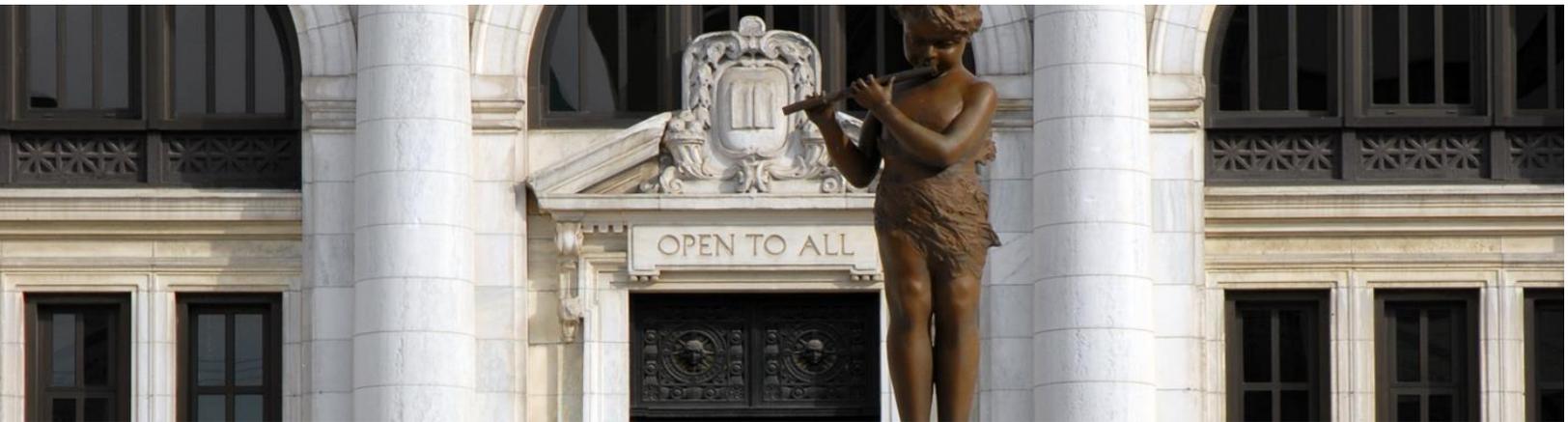
RFP Number: CML #19-013

Issued by

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

Deadline for Submittal

Monday, May 20, 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

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Request for Proposal (“RFP”) for *Underwriting Services* (“Project”). The RFP Identification Number is: **CML #19-013**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than **12:00 Noon on Monday, May 20, 2019**. 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 **Monday, May 13, 2019** 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 “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

OVERVIEW

The Columbus Metropolitan Library (CML) is issuing this Request for Proposal (RFP) to select an underwriter for the purpose of analyzing, structuring and selling debt, estimated to be approximately \$40 Million in Public Library Fund (PLF) notes with the possibility for additional phases of PLF Notes and/or Certificates of Participation (COP's).

BACKGROUND

CML is a not-for-profit, county district library established in accordance with § 3375.20 of the Ohio Revised code. CML is governed by a Board of Trustee appointed by the Judges of the Court of Common Pleas and the Franklin County Commissioners. CML is a separate legal entity, financially and operationally independent from the City of Columbus and Franklin County. 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 consists of a Main Library located in downtown Columbus and 22 branches throughout Franklin County.

SCOPE OF WORK

CML is seeking proposals from qualified firms to provide underwriting services as described in this Request for Proposal. The selected underwriter will be required to perform the following:

- Prepare a comprehensive analysis of CML's current debt and financial capacity,
- Provide an analysis of all available financing options, include structuring ideas to maximize benefit to CML,
- Assist in the determination of a maturity schedule for the proposed debt, taking into account the estimated useful life of the project to be constructed utilizing the proceeds of the debt, as well as future demands upon the funds pledged for the repayment of the debt,
- Provide ideas and suggestions with respect to the timing of the sale, call provisions, and marketing strategy,
- Assist CML develop a credit rating strategy and participate in presentations, discussions, meetings and conference calls with credit ratings to ensure the highest possible rating(s),
- Assist bond counsel prepare the disclosure documents,
- Perform due diligence on the Preliminary and Final Offering Circulars,
- Assume responsibility for all activities associated with marketing of the debt, including the development and execution of a suitable marketing plan, including approaches to retail and institutional investors,
- Prepare and deliver pre-pricing analysis,
- Manage the successful sale and closing of the debt, and
- Provide advice regarding investment of debt proceeds pending expenditure.

CML reserves the right to amend the scope of work and to add/modify/delete any of the above-stated processes.

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.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal for Work on the Project, the Offeror acknowledges that it complies 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 complies with such requirements.

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 #19-013** and title of ***Underwriting 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 #19-013 *Underwriting Services* - Technical Proposal**" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "**Number CML #19-013 *Underwriting 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 #19-013 *Underwriting Services***", 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 #19-013 Technical Proposal**” or “**CML #19-013 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 five (5) hardcopies for a total of six (6) Technical and six (6) Cost Proposals in its package, plus electronic versions of each 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 RFP. The Library is not responsible for any late mail or late special service deliveries.

ALL FIRMS INTERESTED MUST SUBMIT THE FOLLOWING INFORMATION:

- A. Table of Contents: include a clear identification of the material by section and by page number.
- B. Firm Information:
 - i. Legal name and organizational structure of the firm.
 - ii. Number of years the firm has been in business.
 - iii. Type of services provided by the firm.
 - iv. Evidence the firm is authorized to do business in the State of Ohio.
 - v. Description of the firm’s involvement in Ohio public finance.
 - vi. Location of Ohio offices and type(s) of business conducted from those offices.
 - vii. Primary contact person that will be assigned to this engagement and the office from which the services will be provided.
- C. Brief history of the Firm (limit two pages). Information should include organization structure, location of management and location of sales desk.
- D. A listing of similar engagements, especially experience with Library PLF notes and Certificates of Participation, for which your firm and/or staff has served as underwriter over the past three (3) years. Be sure to include specific dates, type of debt, amount of issuance, and a brief description of services provided.
- E. Detailed experience of your firm in assisting local governments in the development and implementation of comprehensive capital improvement programs.
- F. A description of the proficiency of your firm in dealing with the nationally recognized credit rating agencies for the purpose of establishing and/or improving the credit rating of obligations issued by governmental entities for whom you have previously provided

underwriter services. Explain how your firm will assist CML in establishing, maintaining, and/or improving its rating.

- G. For each member of the primary staff proposed to be assigned to this engagement, provide the following information:
- A description of the roles and responsibilities of the assigned staff member.
 - A brief resume of the professional experience and qualifications of the individual, particularly as it relates to issuance of PLF notes and Certificates of Participation.
 - A description of the accessibility and availability of the individual during the course of the engagement including the office location to which the individual is assigned.
- H. Provide three (3) examples of Ohio tax-exempt negotiated transactions for which the firm served as senior or sole managing underwriter.
- I. Identify clients CML may contact as references with respect to the firm's work as an underwriter. Please limit these references to governmental entities within the State of Ohio to whom you have provided underwriter services over the past three (3) years. For each reference listed, the information provided should consist of the following:
- Contact name, title, address, email address and phone number of the contact person
 - A brief description of the work performed.
- J. Provide a description of the firm's sales capabilities and any affiliations with other broker dealers for the distribution of bonds/notes.
- K. Present a fee proposal quote stated in \$/\$1,000 for underwriting services. Fee proposal should include a list of fees to be included in the underwriter's \$/\$1,000 quote, such as: sales commission/takedown, management fee, marketing expenses, underwriter's counsel, OMAC fees, CUSIP fees, DTC fees. Costs of issuance paid by the underwriter on behalf of CML at closing from funds generated by the sale should not be included.
- L. Fee proposal should clearly state whether the proposer or CML will bear ultimate responsibility for the payment of incidental (out of pocket) expenses. If the proposer expects CML to be responsible, then it will be necessary to set forth in the proposal the type and expected frequency of each incidental expense.
- M. The proposal should clearly state whether the proposer or CML will bear ultimate responsibility for the payment of travel costs. If the proposer expects CML to be responsible, then it will be necessary to set forth in the proposal the type and expected frequency of each travel expense.
- N. Required disclosures including, but not limited to, those required by Rules G-17 and G-23 of the Municipal Securities Rulemaking Board.
- O. Details on any investigations or litigation, suits or administrative actions during the past three years by the United States Securities and Exchange Commission, or any other regulatory body or court (local, state or Federal) or other state or Federal agencies

regarding your firm or its management or involving particular transactions for which your firm served as underwriter.

P. Any additional information beneficial in evaluating your qualifications to serve as underwriter.

Q. Completed Offeror's Diversity & Inclusion Participation Form (See Appendix A).

ADDITIONAL INFORMATION

1. Addenda to this RFP will be posted on the Columbus Metropolitan Library Website: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the RFP due date. 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 RFP. Refer to the "Invoice" section.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Proposal in response to this RFP 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.

RFP & PROPOSAL QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. on Monday, May 13, 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. Answers will be posted **no later than 5:00 p.m. on Wednesday, May 15, 2019**.

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	May 6, 2019
Inquiry Period Ends	May 13, 2019 (5:00 PM)
Final Response to Vendor Questions	May 15, 2019 (5:00 PM)
Due Date	May 20, 2019 by 12:00 p.m. (Noon)
Finalist Presentations & Interviews	Week of May 27, 2019
Selection of Successful Offeror	June 7, 2019

**All dates are subject to change, and CML reserves the right to terminate all or part of the project without cause.*

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.

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.

SELECTION CRITERIA

In order to ascertain which proposal best meets the needs of CML, proposals will be independently evaluated, according to the selection criteria below, by two or more qualified individuals serving as CML's Selection Committee. Qualified firms may be selected to serve as sole underwriter, senior managing underwriter or as one of a group of co-managing underwriters.

- Reputation of the firm.
- Relevant experience.
- Qualifications of staff to be assigned including education, position in firm, type and years of experience as documented from the written response to the request for proposals.
- Organization, size and structure of firm.
- Responsiveness of the written proposal in clearly stating an understanding of the work to be performed, as outlined in the scope of services portion of this request for proposals.
- Responsiveness of the interview portion of the selection process.

- Overall responsiveness to the proposal and the needs of CML.
- Compensation.

In the event that personal interviews are deemed necessary, and your firm is included among those selected for interview, you will be contacted in order to schedule a mutually agreeable date and time for the interview. Please see the Projected Timeline section of this request for proposals.

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.

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

EVALUATION OF TECHNICAL PROPOSAL

TABLE 2 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Ext'd</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.	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 requirements.	30		
3. Stability and Viability of the product and Offeror.	20		
4. Offeror's experience on projects of similar scope.	10		
5. Input from reference contacts.	10		
Total Technical Score:			

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

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.

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

Columbus Metropolitan Library

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 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:

<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 – Offeror’s Diversity & Inclusion Participation Form

***Underwriting Services
RFP# CML 19-013***

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.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	TOTAL PROPOSAL	\$
	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.**