

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Learning Management System for Human Resources

Issue Date: February 16, 2022

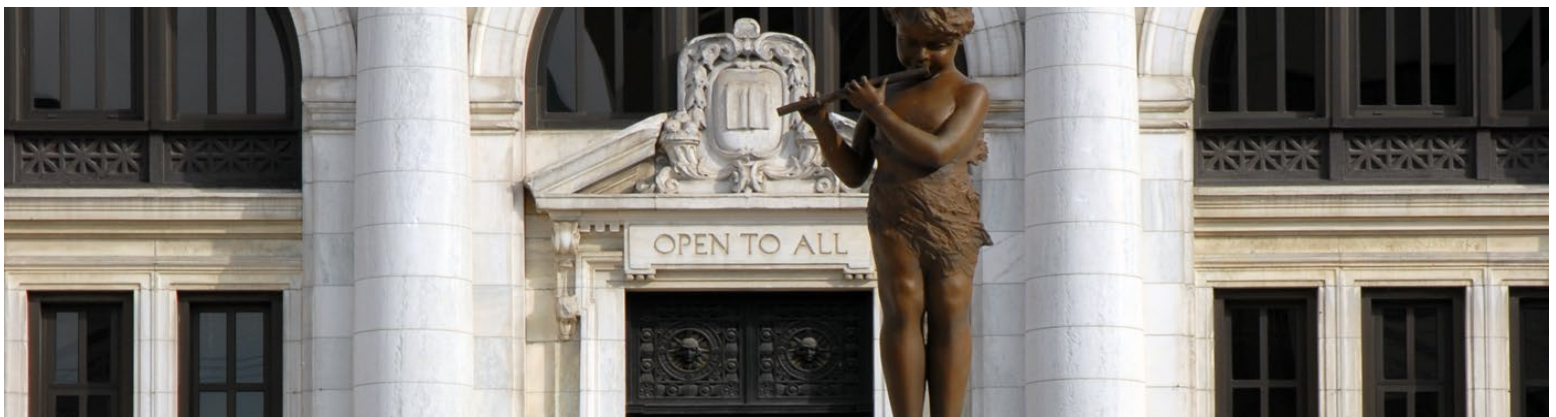
RFP Number: CML #23-005

Issued by

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

Deadline for Submittal

March 7, 2023
No later than 12:00 NOON EST



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for a Learning Management System (“Project” and “Consultant”). The RFP Identification Number is CML **#23-005**.

Proposals must be received no later than **12:00 Noon on March 7, 2023**. 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 in writing no later than 5:00 p.m. seven (7) days prior to the proposal due date to procurement@columbuslibrary.org.

The Proposer (“Proposer”) 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 Proposer 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	
Proposer Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
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 seeking proposals (“Proposals”) from qualified vendors to provide a centralized platform that supports the delivery of a training curriculum based on a competency and performance management system for specified learning and development.

PRELIMINARY SCOPE OF SERVICES

The selected vendor must deliver a quality Learning Management System (LMS) aligned with CML training solution requirements. CML will consider vendors that offer cloud based LMS solutions. The vendor will manage and maintain the LMS on an ongoing basis including but not limited to information technology deployment, technical assistance, hosting, software upgrades, and security standards. Proposals must clearly demonstrate the vendor’s capability of providing services as described in this RFP.

General Requirement:

- Respondents shall have at least three (3) years of consecutive experience performing similar scope of work. Please provide information in the Proposal pertaining to past work.
- The proposed contract term under this RFP shall be for three (3) years with the project's expectation to be completed within six (6) months from award.
- Respondent shall comply with the insurance requirements set forth in the Standard Contract Terms and Conditions.
- The Proposer shall describe a local or regional experience.

Detailed Requirements:

Content Management

- System can host blended learning for classroom, virtual, and micro-learning content for approx..850+ users
- System will send links in MS Outlook for virtual/in-person learning
- Incorporates courses from various Vendors and allows tracking capabilities such as time spent, completion status, etc.
- Allows for staff to see suggested training by role and allows them to preview/take courses to prepare for future advancement.
- Available content formats: Videos (MP4), documents (docs, xlsx, .pdf, PowerPoint, etc.), webinars, SCORM, HTML

Course Management

- Staff can be added to groups and receive training automatically assigned as they are added i.e., new hires, position, title, etc.
- Ability to streamline individualized learning tracks by linking courses (in a series) for the user to progress through
- Ability for users to import and print Certificates/Compliance tracking for content history and course completion.

- Enrollments are seamless with calendar appointments and include content and links to courses.
- Ability to edit and author courses, templates for new courses, required/optional settings, due dates, and adjust the sequence of course content.
- Allow for the repeatable creation of events based on a standard course template (number of days, min/max seats, title, description)
- Ability to perform bulk updates for all course types
- Capacity to track and credit by users, external and job-specific learning, including learning drawn from:
 - Self-pursued learning
 - Reading/courses
 - Webinars, lectures, and YouTube videos

Multiple/Smart Device Support and Capabilities

- Users can register, cancel and take courses from mobile/smart devices
- Manager can approve, deny requests, and run reports from mobile/smart devices

People Management

- Single Sign-on capabilities via Azure AD (Active Directory)
- Automated user provisioning via Azure SCIM or direct integration with ADP
- Allow organization-wide learning updates
- Fully integrated user dashboard that shows assigned and upcoming courses, onboarding, certification, recertification, due dates, reminders, etc.

Report Management

- Standard and custom reports with analytics and visualizations including learning time, access log and most accessed courses.
- Allow Managers to run reports for their teams on specific course/user status, learning track status, time spent, and scores.
- Clear reporting differentiation between in-person and virtual classes
- Administrator access to create reports by department, location full-time vs part-time, position title, and other fields
- Ability to add badges or other gamification including the ability to post completed courses/badges on professional sites such as LinkedIn

User Experience

- Provides a user-friendly customized landing page
- Strong integration with MS365 calendars
- New courses/learning paths will automatically be assigned based on promotions or role changes.

PRE-PROPOSAL MEETING

A pre-proposal conference will be held virtually on **February 28, 2023 at 10:30 am** to permit potential Proposers the opportunity to ask questions about this Project. Although the pre-

proposal conference is not mandatory, attendance by any prospective Proposer is encouraged. Interested Proposers will be asked to RSVP to procurement@columbuslibrary.org, at which time they will be provided with a link to the pre-Bid meeting. An edited and annotated summary of the Pre-Proposal conference will be published in the form of an addendum to the solicitation and will be available on the “Doing Business With Us” page of the Columbus Metropolitan Library website, <https://www.columbuslibrary.org/doing-business/>

DIVERSITY

Columbus Metropolitan Library serves a diverse customer base and prefers service providers whose staff are representative of the diverse populations in the Central Ohio region. Certified Minority Business Enterprises (MBE), Woman Business Enterprises (WBE), and/or Disadvantaged Business Enterprises (DBE) are encouraged to respond to this solicitation. All potential vendors are encouraged to propose project teams comprised of diverse professional staff.

A completed Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please complete Appendix C Proposer’s Diversity & Inclusion Participation Form or denote the omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

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

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

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

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward and concise description of the Proposer’s capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Proposer’s ability to perform all the actions, activities, and functions described in this RFP.
3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness, and clarity of content. The Proposer should minimize extraneous marketing materials.
4. Costs for developing the Proposal are entirely the responsibility of the Proposer and shall not be chargeable to the Library.
5. The Proposer must address all requirements listed in the Request for Proposal. All Bids must be emailed to procurement@columbuslibrary.org , with the Bid Identification Number **CML #23-005**, title, and Proposer name in the subject line of the email and the file names.

PROPOSAL SUBMITTAL

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate files.

Each Technical Proposal must be clearly labeled “**CML #23-005 Learning Management System - Technical Proposal**”.

Each Cost Proposal must be clearly labeled “**CML #23-005 Learning Management System - Cost Proposal**”.

IMPORTANT: Technical Proposals **must not** contain cost or pricing information.

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 a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFP	2/16/2023
Virtual Pre-Proposal Meeting	02/28/2023
Inquiry Period Ends	Seven (7) days prior to the proposal due date
Final Response to Vendor Questions	Five (5) days prior to the proposal due date
Due Date	03/7/2023 by 12:00 Noon
Selection of Successful Proposer	TBA

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

PROPOSAL FORMAT AND INSTRUCTIONS:

Proposals will be accepted until the time indicated in the RFP. Times referenced herein are Eastern Standard Time. The Library is not responsible for any late mail or late special service deliveries. Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate files.

Submission of a Proposal in response to this RFP is the Proposer's acknowledgment that subjective criteria may be used in the evaluation of Proposals. The award shall be made to the responsive and responsible Proposer determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor. CML will follow the Selection Process (in the following section) to choose a Proposal

TECHNICAL PROPOSAL REQUIREMENTS:

To facilitate the comparison of Proposals, responses shall be organized into the following marked or tabbed sections:

1. Proposals must include a table of contents listing all sections:
 - a. A cover letter, on the Proposer's letterhead, shall be submitted and shall include, but need not be limited to, the following information:
 - i. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal.
 - ii. A statement that the Proposal will be valid for 90 days.
 - iii. Identification of all the material enclosures submitted in response to this RFP.
 - iv. A summary of the submitted Proposal and a brief statement of the Proposer's qualifications to meet all requirements as described in this RFP.
 - v. Executive level summary of the proposed solution, which shall include but shall not be limited to:
 - vi. The Proposer's Work Plan. The Work Plan must address exactly how the Proposer will provide all required services specified in this RFP.
 - b. Statement of the Proposer's particular abilities and qualifications to include, but not limited to:
 - i. Brief history of the company.
 - ii. Describe the core competencies, including the rationale as to why the Proposer should be selected for this project.
 - iii. The number of years the Proposer has been in business.
 - iv. Primary corporate location's address.
 - v. The geographical area of operations and professional affiliations.
 - vi. Overview of the ownership structure of the company.

- vii. All alliances and/or strategic partnerships with other companies.
 - viii. Size and composition of the organization.
 - ix. Project approach, including community outreach and engagement experience. Specific examples of community engagement should be included.
- c. A description of the Proposer's staffing plan for the CML project, which shall include but shall not be limited to:
- i. The name of each team member assigned to this project and the role assigned for each location. Include a brief description of certifications, skills, and abilities of each team member.
- d. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
- i. Lawsuits, judgments, liens, bankruptcies, or claims made against the proposer within five (5) years of the proposal due date.
 - ii. Debarment from entering Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the proposal due date.
- e. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Proposer's response.
- f. References - The Proposer shall provide at least three (3) references for engagements within three (3) years of the proposal submission date that are substantially similar to the scope of work outlined herein.
- g. 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.
- h. The proposer must include a completed W-9 Form.
- i. The Proposer must provide a Certificate of Insurance ("COI") with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.
- j. A completed Acknowledgement of Addenda form – See Appendix D
- k. A list of all assumptions and exceptions to the specifications outlined in the RFP.

COST PROPOSAL REQUIREMENTS:

Proposers shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate an hourly rate for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services.

The cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services. In addition, Proposers shall also submit the rates/compensation for any "additional services" that Proposer can provide.

Prices offered shall be all inclusive and fixed for the agreement's duration. CML is a tax-exempt entity.

OTHER PROPOSAL REQUIREMENTS:

1. Completed Proposer's Diversity & Inclusion Participation Form –Appendix C
2. Proposers are required to acknowledge the receipt of all RFP addenda by using the supplied "Acknowledgement of Addenda" form. Addenda to this RFP will be posted on the Columbus Metropolitan Library website: <https://www.columbuslibrary.org/doing-business/> at least five (5) business days prior to the RFP opening. Proposers are responsible for any information provided in all issued addenda.

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. seven (7) days prior to the proposal due date. CML will post written responses to all properly received questions no later than five (5) days prior to the proposal due date.**

Answers to all questions will be documented and posted on the "Doing Business With Us" page of the Library's website at <https://www.columbuslibrary.org/doing-business/>

SELECTION PROCESS

EVUALATION OF PROPOSAL

Proposals will be evaluated by selection committee members. The selection committee will rate the proposals submitted in response to the RFP as identified in the criteria section below. The selection committee has a right to break the technical proposal criteria into components and weigh any components of the criterion according to their perceived importance.

The selection committee may also have the proposals or a portion of them reviewed and evaluated by independent third parties or various CML personnel with technical or professional experience that relates to the work or to a criterion in the evaluation process. The selection committee may also seek reviews of end users of the work. In seeking such reviews, evaluations, and advice, the selection committee will first decide how to incorporate the results in the scoring of the proposals. The selection committee may adopt or reject any recommendations it receives from such reviews and evaluations.

During the selection process, CML may request clarification from any vendor under active consideration and may give any vendor opportunity to correct defects in its proposal if CML believes doing so does not result in an unfair advantage for the vendor and it is in the best interest.

CRITERIA

Proposals will be evaluated using the following set of criteria:

Criteria	Percent of Available Points
Experience (weighted as follows) <ul style="list-style-type: none">• None• 0-5 years• 6-10 years• More than 10 years	20%
Quality areas (quality of organization, staff, and approach) <ul style="list-style-type: none">• Expertise: staff; ability; previous experience• Project approach: deliverables; methodology; timeline• Proposed resources: experience of assigned team; education level of assigned team	25%

<p>Technical areas (quality of proposal presentation)</p> <ul style="list-style-type: none"> • Statement of work • Explanation of approach • Presentation of experience/expertise 	<p>30%</p>
<p>Cost:</p> <ul style="list-style-type: none"> • Committee will calculate the cost points based on the details as provided in the Evaluation of Cost Proposals 	<p>20%</p>
<p>Minority business/small and emerging business</p> <ul style="list-style-type: none"> • Minority or Female Business Enterprise as certified by State of Ohio • Small and Emerging Business Enterprise as defined by Franklin County Board of Commissioners • At least 5% inclusion of Minority or Female Business Enterprise in performing the engagement 	<p>5%</p>
<p>Total</p>	<p>100%</p>

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.

CML will negotiate with the Proposer with the highest composite score after the final technical scoring by the evaluation committee. The selected Proposer will be invited to negotiate a contract with CML. The contents of the selected proposal, together with the RFP and any formal questions and answers generated during the proposal process, will be incorporated with, and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within thirty (30) days, CML reserves the right to terminate negotiations and select the Proposer whose proposal is determined to be the next most advantageous to CML.

All Proposers that respond will receive a 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 an 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 in 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 of 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 from all federal, state, and local taxes. CML is a political subdivision of the State of Ohio and is IRS 501(c)(3) exempt.

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 \$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 a 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 arrange 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.

Appendix A
Learning Management System RFP Number: CML #23-005
Cost Proposal

The Cost Proposal Form can be found as a separate link located under the link to this RFP on the CML website <https://www.columbuslibrary.org/doing-business/>

Proposer shall submit this form in electronic format using the Excel format exactly as provided herein.

Appendix B
Human Resources Learning Management System - RFP Number: CML #23-005
Evaluation Matrix

The Evaluation Matrix can be found as a separate link located under the link to this RFP on the CML website <https://www.columbuslibrary.org/doing-business/>

Appendix C
Human Resources Learning Management System RFP Number: CML #23-005
Proposer's Diversity & Inclusion Participation Form

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

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

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Proposer 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		\$
PROPOSED TOTAL		\$
B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)		%

The Proposer's commitment to total workforce hours for Minority Workforce participation in the project is: _____%.

The Proposer's commitment to total workforce hours for Women Workforce participation in the project is: _____%.

I certify under penalty of perjury that the forgoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: _____ Date: _____

Print Name and Title: _____

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

Appendix D
Human Resources Learning Management System - RFP Number: CML #23-005
Acknowledgment of Addenda

Project Description: Human Resources Learning Management System

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

Part I: Check Box if Applicable:

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

Addendum # 1, dated: ___/___/___ Addendum # 2, dated: ___/___/___

Addendum # 3, dated: ___/___/___ Addendum # 4, dated: ___/___/___

Addendum # 5, dated: ___/___/___ Addendum # 6, dated: ___/___/___

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

NOTE: THE PROPOSER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____