

# **COLUMBUS METROPOLITAN LIBRARY**

# Request for Qualifications

**Unarmed Security Guard Services** 

Issue Date: January 26, 2024

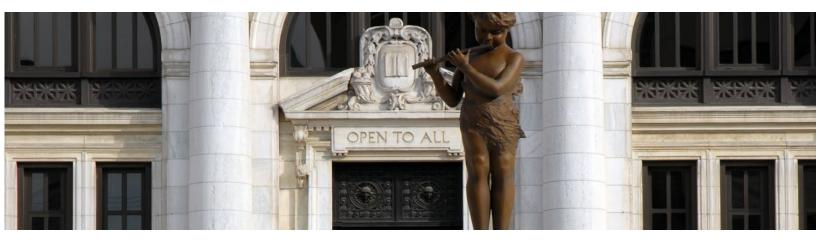
RFQ Number: CML #24-002

Issued by

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

**Deadline for Submittal** 

Friday February 9, 2023 No later than 12:00 NOON EST







#### REQUEST FOR QUALIFICATIONS COVER SHEET

The Columbus Metropolitan Library ("CML" or "Library") is conducting a qualification-based selection by issuing this Request for Qualification ("RFQ") to provide unarmed security guard services at Main Library and CML Branches. The RFQ Identification Number is: **CML #24-002**. This will be a three (3) year contract, beginning the date of execution of the Contract.

Interested Contractors are required to submit a Statement of Qualifications ("SOQ"). SOQ's must be received by the Procurement staff at the Columbus Metropolitan Library via email to <a href="mailto:procurement@columbuslibrary.org">procurement@columbuslibrary.org</a> no later than 12:00 PM on 02/09/2024. Any SOQ arriving after 12:00 PM will be marked late and will not receive consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m., seven (7) days prior to the proposals due date to <a href="mailto:procurement@columbuslibrary.org">procurement@columbuslibrary.org</a>. All questions will be answered in the form of an addendum and posted on the library's website.

The Contractor declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this RFQ and agrees to fulfill the requirements of any contract ("Contract") for which it is selected to provide the specified goods and/or services at the prices proposed.

The Contractor certifies, by signature affixed to this Request for Qualifications Cover Sheet, that the information provided by it in response to the RFQ, including certified statements, is accurate and complete.

cto.		
Federal Taxpayer Identification Number (TIN	N)	
Name of person signing the SOQ (Please pr	int or type)	Title
Contractor Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-mail address		
Authorized Signature (Original signature or DocuSign accepted)		



### **Overview**

Columbus Metropolitan Library is seeking proposals from qualified Vendors to provide unarmed security guard services at Main Library and CML Branches. Services shall include all labor, tools, specialized equipment, supplies, trained personnel, insurance, direct and indirect administrative costs, and all things and services necessary to provide Unarmed Security Guard Services in accordance with the terms and conditions stated below:

### Definitions

- a. "Agreement" or "Contract" means this agreement, unless otherwise modified in writing.
- b. "CML" means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215-4702.
- c. "CML Authorized Representative" means the CML Director of Security or designee.
- d. "CML CFO" means CML Chief Financial Officer with signing authority on behalf of CLM.
- e. "CML Facility" means any facility, building, or other location owned, leased, and operated by the Columbus Metropolitan Library.
- f. "Contractor" or "Vendor" means the entity providing services in accordance with the terms and conditions of this Agreement.
- g. "SOC" means Security Operations Center which is responsible for centralized dispatching.
- h. "Services" or "Work" means the expectations outlined in this Agreement.

# **Qualifications**

- i. Vendor is required to have a valid license with Ohio Private Investigator Security Guard Services to perform Security Guard Services.
- j. All security guards should be in good standing with active and valid guard cards that must be always carried while on any CML property.
- k. All security guards must be able to proficiently read, write, and understand English.
- I. All security guards must be a high school graduate or have a G.E.D.
- m. All security guards must be able to walk or stand unassisted for long periods of time, climb stairs, and be able to lift and carry twenty-five (25) lbs.
- n. All security guards must complete Oleoresin Capsicum (OC) training, issue and carry their individual spray can.
- o. All security guards must have issued and carry examination style gloves for personal protection should they come into contact with unknown substances.
- p. All security guards are expected to have read and follow Security Post Orders and CML policies regarding Appearance and Personal Hygiene, Employee Conduct, Harassment, Workplace violence, Customer Code of Conduct along with other policy documents. Enforcement of any violation is expected to be performed in a respectful manner. Repeated refusal to enforce policy violations will be grounds for removal from this Agreement and a replacement guard requested.



- q. All security guards must be capable of maintaining a professional demeanor in dealing with CML staff and the public.
- r. All security guards must be capable of using reasonable and prudent judgement in situations which may occur in and around the building, and ability to maintain poise and self-control under stress.
- s. All security guards must be drug and alcohol free, including prescribed medication which may alter mood or impair sound judgement, while on duty.
- t. The Vendor shall notify the SOC if a security guard is unable to arrive to work on time at least 30 minutes prior to their starting time for that security guard.
- u. The Vendor shall notify the SOC when unable to backfill a security guard that is unable to report for duty.
- v. Field supervision shall be provided by the Vendor awarded the contract.
- w. No security guard shall, under any circumstances, carry, display, or use weapons of deadly force. Incidents requiring such force will be turned over to local law enforcement for resolution. Security personnel shall cooperate fully with all local, state, and federal law enforcement agencies. Incidents involving suspected criminal conduct shall be immediately reported to the proper authority.

# **Diversity**

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE 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 Proposer's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix B, *Supplier Diversity Form*, to submit or denote omission of participation.

# Compliance with Applicable Laws

By submitting a response to this Request for Qualifications, the Contractor acknowledges that it complies with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

<u>Equal Employment Opportunity/Nondiscrimination</u>. The Contractor 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 Contractor 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.

<u>Ethics Laws</u>. The Contractor 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.

# Statement of Qualifications Submission Requirements

- 1. Contractors are cautioned to carefully review all parts of the RFQ. No allowance may be made for any error or negligence.
- SOQ are to be prepared in such a way as to provide a straightforward, concise description of the
  capabilities to satisfy the requirements of this RFQ and provide sufficient information to fully
  establish the Contractors ability to perform all of the actions, activities and functions described in
  this RFQ.
- 3. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, completeness and clarity of content, and should minimize extraneous marketing materials.
- 4. Costs for developing the SOQ are entirely the responsibility of the Contractor and shall not be chargeable to the library.
- 5. The Contractor must address all of the requirements listed in the Request for Qualifications. All Proposals must be emailed to <a href="mailto:procurement@columbuslibrary.org">procurement@columbuslibrary.org</a>, with the Identification Number **CML #24-002**, title, and Contractor name in the subject line of the email and the file names.
- 6. Please include per-hour cost separately from the management cost, if any. Please list all costs that may be incurred. Please include rate increases for year 2 and 3 if needed.

# **Statement of Qualifications Format and Content**

To facilitate comparison of submissions, Statements of Qualification shall be organized into the following marked or tabbed sections:

- 1. SOQ must include a table of contents listing all sections:
  - a. A cover letter, on the Contractor'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 Contractor legally to the extent of work and financial obligation outlined in this 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 RFQ.
  - iv. A summary of the submitted Proposal and a brief statement of the Contractor's qualifications to meet all requirements as described in this RFQ.
  - v. The Contractor's Work Plan. The Work Plan must address exactly how the Contractor will provide all required services specified in this RFQ.



- Statement as to the Contactor's particular abilities and qualifications to include, but not limited to:
  - i. Brief history of the company.
  - ii. Product and services offerings.
  - iii. Describe the core competencies.
- iv. The number of years the Contractor has been in business.
- v. Annual sales volume
- c. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFQ, that may be useful and applicable to this project.
- d. The Contractor must include a completed W-9 Form.
- e. Completed Acknowledgement of Addenda Form (Appendix A)
- f. Completed Supplier Diversity Form (Appendix B)
- g. Request for Proposal Cover Sheet
- h. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the SOG submission.
- The Contractor 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 list of all assumptions and exceptions to the specifications outlined in the RFQ.

#### **EVALUATION OF QUALIFICATIONS**

CML's evaluation team, consisting of selected members of various work units, will evaluate responses received for this RFQ and select firms to be included on our pre-qualified list.

Specific criteria that will be considered during the evaluation include:

- Team qualifications, references and demonstrated capacity to implement and complete the scope of work.
- Quality of the SOQ, including adherence to instructions

The Library reserves the right to waive irregularities in any SOQ submission, to request additional information from any firm that submits its qualifications and an SOQ for consideration, and to reject any or all submittals. The submission of a firm's qualifications does not result in any right to be included in the prequalified file of design professionals if the Library's selection team determines that the firm is not qualified to provide design services.



# **QUALIFICATION PROCESS**

The complete RFQ will be posted on the Library's website, <a href="https://www.columbuslibrary.org/doing-business">https://www.columbuslibrary.org/doing-business</a>, and the notice of the RFQ will be emailed to firms on the distribution list. CML's selection team will review all proposals and evaluate responses to the RFQ. The library reserves the right to conduct interviews with select firms during the qualification process.

# FIRM SELECTION PROCESS

Qualified firms will be ranked and CML will notify the top-ranked firm to discuss availability to complete the work, verify scope of work, and negotiate a fee proposal. If the top-ranked firm is not available to complete the work or the fee proposal is not acceptable to CML, CML will go to the next ranked firm.

CML will qualify firms for future engagements related to Contract Security Services. The period of qualification is three (3) years. Your status as a qualified vendor means that future engagements within the scope of services outlined in the RFQ will be routed only to qualified firms and will not be publicly solicited for a second time during the period of qualification.

### ADDITIONAL INFORMATION

- Addenda to this RFQ will be posted on the Columbus Metropolitan Library Website: <u>www.columbuslibrary.org/about/doing-business</u> at least five (5) business days prior to the RFQ opening. Contractors are <u>responsible</u> for any information provided in any and all issued addenda. Contractors are required to acknowledge the receipt of all RFQ addenda by using the supplied "Acknowledgement of Addenda" form.
- 2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and costs and are to be submitted on company letterhead, to the email address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
- 3. Times referenced herein are Columbus. Ohio local time.
- 4. Submission of a Proposal in response to this RFQ is the Contractor's acknowledgement that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and <u>responsible</u> Contractor determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

# RFQ & PROPOSAL QUESTIONS

All questions regarding this RFQ must be sent to <a href="mailto:procurement@columbuslibrary.org">procurement@columbuslibrary.org</a> and must reference the RFQ Identification Number and title of the RFQ 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 the Library" page of the Library's Web site at <a href="https://www.columbuslibrary.org/about/doing-business">www.columbuslibrary.org/about/doing-business</a>



# **PROJECTED TIMELINE**

The projected timeline for this RFQ process is provided below. CML 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 RFQ Inquiry Period Begins	January 26, 2024	
Due Date	February 9, 2024	
Selection of Successful Contractor	ТВА	

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

# **Contract Award**

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

CML will create a prequalified list, and all contractors that respond will receive notification if they have been selected or not.



# **Contract Terms and Conditions**

# Contract Components, Entirety, Changes Interpretation

**Contract Components:** This contract consists of the complete Request for Proposal (RFQ), including the Instructions and Interpretations to Bidder, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the RFQ; the completed sealed written Bid, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Request for Qualifications (RFQ) have similar meaning and are used interchangeably, where appropriate.

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 Bid submitted to CML in response to an RFQ (referred to as the "Supplier" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

**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 products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

**Subcontracting:** The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor will not need CML's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

CML's approval of the use of subcontractors does not mean that CML will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold CML harmless for and will indemnify CML against any such claims.



The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact regarding contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

# **Standard Invoice and Payment**

**Invoice:** The Contractor shall submit invoices to Accounts Payable, Finance Department via the following e-mail address: <a href="mailto:accountspayable@columbuslibrary.org">accountspayable@columbuslibrary.org</a>. 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 Supplier noting the areas of discrepancy.

**Payment:** In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT)*. For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or 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 products, supplies and services it has received and accepted.

**Taxes:** Columbus Metropolitan Library is <u>exempt</u> from 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 on the date it is fully-executed and will continue until the Project is completed, unless 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 mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

# **Delivery**

**F.O. B. The Place of Destination:** Where applicable, the Supplier must provide the products, 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 and included, unless otherwise stated.

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

# **Contract Cancellation; Termination; Remedies**

**Contract Cancellation**: If a Supplier 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 Supplier'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 Supplier.
- B. Cancellation by Unremedied Default: If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, 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 Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. Cancellation for Financial Instability: To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

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



#### Remedies for Default:

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

**Force Majeure:** If CML or Supplier 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 Supplier 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:** Supplier will indemnify CML, its employees, members of the Board of Trustees, and it's 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:** Supplier may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Supplier may not disclose any information obtained by it as a result of the Contract without written permission from CML. Supplier must assume that all CML information, documents, data, records or other material are confidential.

**Publicity:** Supplier and any of its subcontractors may not use or refer to this Contract to promote of solicit Supplier's or subcontractor's supplies or services. Supplier 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 Supplier 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 Supplier, and any agent of the Supplier, 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 Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing 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 Manager of Purchasing. Failure of the Supplier 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 Supplier. Any Supplier, 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:** The Supplier shall maintain 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 Supplier 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 Supplier's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division 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 Supplier's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction, such infraction shall be documented and conveyed to the Supplier for immediate correction. If the Supplier fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division 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 Supplier warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

### **ADDITIONAL TERMS:**

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



Date:

# Appendix A Unarmed Security Guard Services CML RFP #24-002 Acknowledgment of Addenda

Project Description: Unarmed Security Guard Services 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 SOQ 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 STATEMENT OF QUALIFICATIONS. NOTE: THE CONTRACTOR MUST SIGN AND COMPLETE THIS FORM Company Name: \_\_\_\_\_ Authorized Representative: Name: Signature: Title:



# Appendix B Unarmed Security Guard Services CML RFP #24-002 Supplier Diversity Form

The Supplier Diversity Form is available at: <a href="https://www.columbuslibrary.org/doing-business">https://www.columbuslibrary.org/doing-business</a>.