



COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Brand Strategy Development and Implementation

Issue Date: January 21, 2026

RFP Number: CML #26-002

Issued by:

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

Deadline for Submittal:

February 11, 2026
No later than 12:00 NOON EST



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (CML or Library or Owner) is issuing this Request for Proposal (RFP) for Brand Strategy Development and Implementation Services . The RFP Identification Number is **CML #26-002**.

Proposals must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 pm on February 11, 2026 EST**. Any Bids ("Bids") arriving after 12:00 pm will be marked late and will receive no consideration for selection to provide the specified services. The Library reserves the right to waive any defect or technicality in any bid received or to eliminate any firm that submits an incomplete or inadequate bid or that is not responsive to the requirements of the RFP.

All questions or requests for clarification must be submitted to in writing via email to procurement@columbuslibrary.org no later than 5:00 pm, **January 30, 2026** Brand Strategy Development and Implementation Services. All questions will be answered in the form of an addendum and posted on T the "Doing Business With Us" webpage of the Library's website at www.columbuslibrary.org/doing-business. Library responses will be posted on or before February 4, 2026.

Respondents are responsible for accessing, reviewing, and acknowledging any addenda in accordance with this RFP prior to submitting a Proposal. CML shall not be held liable for technical or other issues or obstructions.

The Respondent declares to have read and understood and agrees 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 services at the prices proposed.

The Respondent certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by it in response to the RFP, including certified statements, is accurate and complete. By submitting a response to this Request for Proposal , the Proposer acknowledges that it complies with applicable federal, state, and local laws and regulations.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Bid	(Please print or type)	Title
Bidder Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-mail address		
Authorized Signature (Original signature or DocuSign accepted)		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.



OVERVIEW

Project Context and Objectives

Columbus Metropolitan Library (CML) is seeking proposals from qualified branding and marketing firms to develop a refreshed brand strategy and visual identity that will position the Library for its next phase of growth and impact. This effort will be conducted in parallel with the development of CML's new Strategic Plan, anticipated to be launched in May/June 2026. The refreshed brand is expected to align with and launch concurrently with the new Strategic Plan.

The objective of this engagement is to create a cohesive, modern, and flexible brand system that clearly communicates CML's value, strengthens recognition, and supports consistent application across all Library platforms, services, and audiences. The selected firm will be responsible for both **Brand Strategy Development** and **Brand Strategy Implementation**, ensuring that the final brand can be effectively and sustainably executed by CML staff.

SCOPE OF WORK

Proposer is required to have the ability to provide the following services, at a minimum:

1. Brand Strategy Development

- Develop a refreshed brand strategy that reflects CML's mission/purpose, vision, values, and strategic direction.
- Includes establishing our brand strategy beliefs, personality, essence, proof points, and story.
- Establish brand positioning, key themes, and a clear brand architecture.
- Ensure alignment between the parent brand (Columbus Metropolitan Library) and affiliated or sub-brands, including but not limited to:
 - Columbus Book Festival
 - Columbus Metropolitan Library Foundation
 - Friends of the Columbus Metropolitan Library

2. Brand Assessment and Discovery

- Review existing brand identity materials, including the current logo, messaging, and visual assets.
- Conduct discussions with CML leadership and key staff to understand organizational priorities, brand aspirations, and desired evolution.

- Assess how the current brand performs across platforms, audiences, and Library sub-brands.

3. Brand Identity Development & Documentation

- Design a refreshed visual identity that is distinctive, inclusive, and adaptable for a large urban public library system.
- Develop brand concepts and creative directions for CML's consideration.
- Provide recommendations for exterior brand expression, including wayfinding concepts that reflect and reinforce the new identity.
- Create verbal brand elements such as tone of voice and messaging framework.
- Create standards & guidelines that include but not limited to strategy expression, fonts (prefer free), color palette, photographic style, illustrative style, aural branding, animation, Do's and Don'ts, application.

4. Collaboration and Practical Implementation

- Collaborate closely with CML staff throughout the engagement to ensure alignment, transparency, and feasibility.
- Ensure that all recommended brand elements are practical, scalable, and executable by CML's in-house Marketing & Communications team.
- Incorporate feedback at key milestones to refine and strengthen final deliverables.
- Create a toolkit and training for internal audiences.
- Create a plan to roll out the new brand to customers, stakeholders, etc. that includes a project plan of communication, campaign, environmental branding, etc.

Deliverables:

The selected firm will provide the following deliverables:

A. Brand and Visual Identity System

- Development of branding concepts, including logo and slogan/tagline options, designed to increase awareness and connect with target audiences.
- Presentation of up to eight (8) initial creative concepts in the first round, with no fewer than four (4), followed by refinement of the selected direction.
- Final logo design, including concept development, design, layout, and production of high-quality graphic assets.
- Comprehensive brand guidelines that include:
 - Logo usage and variations
 - Color palette
 - Typography and font usage
 - Imagery and graphic style

- Accessibility considerations
- Guidelines for managing, maintaining, and governing the brand over time.
- Recommendations to ensure visual consistency across all media, platforms, and formats.
- A brand toolkit and training for internal audiences.
- A plan to roll out the new brand to customers, stakeholders, etc. that includes a project plan of communication, campaign, environmental branding, etc.

B. Final Files and Applications

- Final deliverables provided in multiple electronic formats suitable for internal and external use, including native files and other editable source files.
- A complete brand guidelines document outlining proper and approved brand usage, incorporating direction and approvals from CML.
- Up to three (3) sample brand applications, such as:
 - Website homepage mockup
 - Social media header (e.g., Facebook)
 - Event or promotional graphic

Library Resources

CML will provide the selected firm with access to relevant existing materials, including current marketing assets, brand documentation, internal data, and supporting reports necessary to inform the work

Selection Criteria

Proposals will be evaluated by a selection committee using the criteria outlined in Appendix D – Evaluation Matrix. The Library may request additional information, conduct interviews, or require presentations from one or more proposers as part of the evaluation process. The award will be made to the firm whose proposal is determined to be the most advantageous to the Library, considering all evaluation factors.

1. Firm Qualifications and Relevant Experience

Demonstrated experience providing brand strategy and visual identity services for organizations of comparable size, complexity, and public visibility.

Consideration will include:

- Experience developing or refreshing brands for large, mission-driven, public-sector, or nonprofit organizations.
- Experience working with complex brand architectures, including parent brands and multiple sub-brands.
- Qualifications and experience of the proposed project team.
- Evidence of successful past performance on similar engagements.

2. Understanding of Project Goals and Approach

Demonstrated understanding of CML's objectives, context, and constraints, including the parallel development of the Library's Strategic Plan.

Consideration will include:

- Clarity and quality of the proposed approach and methodology.
- Alignment of the proposed strategy with CML's mission, values, and community-centered role.
- Ability to translate strategic insights into a clear, cohesive, and actionable brand system.
- Thoughtfulness of the discovery, engagement, and feedback processes.

3. Brand Strategy and Creative Excellence

Demonstrated ability to deliver high-quality, innovative, and effective brand strategies and visual identities.

Consideration will include:

- Strength of strategic thinking behind proposed branding concepts.
- Quality, clarity, and versatility of past creative work.
- Ability to develop brand systems that are modern, accessible, inclusive, and adaptable.
- Experience designing brands that perform effectively across physical, digital, and experiential environments.

4. Practicality and Ability to Implement

Demonstrated ability to produce brand solutions that can be realistically implemented and maintained by CML's in-house Marketing & Communications team.

Consideration will include:

- Practicality and scalability of proposed brand guidelines and tools.
- Clarity of documentation and ease of use for internal staff.
- Experience supporting brand adoption, governance, and long-term consistency.
- Responsiveness to client feedback and collaborative working style.

5. Project Management and Schedule

Demonstrated ability to manage the project efficiently and deliver work on time in coordination with the Strategic Plan development.

Consideration will include:

- Proposed project schedule, milestones, and deliverables.
- Project management approach and communication plan.
- Capacity to meet required timelines and manage concurrent work streams.
- Identification of risks and mitigation strategies, if applicable.

6. Cost and Value

Reasonableness of the proposed cost in relation to the scope of work, deliverables, and overall value to the Library.

Consideration will include:

- Clarity and completeness of the cost proposal.
- Alignment of costs with the proposed scope and level of effort.
- Overall value offered, not necessarily lowest cost.

GENERAL INSTRUCTIONS

The Proposer shall comply with the specifications and attachments in the proposal documents. The Proposer shall examine attachments before submitting a Proposal. The submission of a Proposal shall be evidence that this requirement has been met.

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, 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 and should minimize extraneous marketing materials.
4. The costs of developing the Proposal are entirely the responsibility of the Proposer and shall not be charged to the Library.
5. The Proposer must address all of the requirements listed in the Request for Proposal. All Proposals must be emailed to procurement@columbuslibrary.org , with the Proposal Identification Number **CML #26-002**, title, and Proposer's name in the subject line of the email and the file names.

PROPOSAL SUBMITTAL

Proposal responses must be organized and submitted per the instructions in this section. Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its proposal package. Each proposal must include two separate files – one for the Technical Proposal and one for the Cost Proposal.

Each Technical Proposal file must be clearly marked “**CML #26-002 - Technical Proposal**”.

Each Cost Proposal package must be clearly marked “**CML #26-002 – Cost Proposal**”.

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

Technical Proposal:

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

1. **Table of Contents** – We recommended that Technical Proposals include a table of contents listing all sections.
2. **RFP Cover Sheet** – signed by an officer of your company
3. **Cover Letter**

A cover letter, on the Proposer’s letterhead, shall be submitted and shall include, but need not be limited to, the following information:

- a. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal.
 - b. A statement that the prices will be valid through the entire project.
 - c. A brief statement of the Proposer’s qualifications to meet all requirements as described in this RFP.
 - d. A statement that the Proposer agrees to and accepts all terms and conditions contained herein. A statement that the Proposer understands all requirements of the RFP.
4. **Project Overview (“Work Plan”)**
 - a. A summary statement, in clear terms, of your understanding of the proposed projects and description to your approach, including a proposed work plan.

- b. Describe the firm's Project Management philosophy, including progress meetings and presentations to the Library's key stakeholders. Provide examples of reports used to document the progress and status of the project.

5. Proposer's Qualifications

The information included in this section shall include, but not be limited to, the following:

- a. A statement as to the firm's particular abilities and qualifications, including the number of years the firm has been in business, the geographical area of operations, and professional affiliations. Also indicate the principals in the organization and the size and composition of the organization.
- b. Statement of Affirmation regarding the proposer's ability to perform the Work.
- c. Completed Price Proposal Form (Appendix A)
- d. Completed Acknowledgement of Addenda Form (Appendix B)
- e. Supplier Small and Emerging Business (SEBE) Form (Appendix C)
- f. Three (3) references for projects similar to that outlined in the specifications completed within five (5) years of the date of the RFP submission.

6. Description of Services and Staffing ("Staffing Plan")

- a. Provide a list of projects highlighting library and other public projects in the past five (5) years in which the firm has been involved as strategic planning consultant. For each project, please include:
 - i. Brief description of the project
 - ii. Owner's name, address, contact person, phone number and email address.
- b. Provide the name of all team members who would be assigned to Library's projects from beginning to end and their role as a member of the project team. Include a brief description of certifications/education, skills, and abilities, etc. of each team member.
- c. Include any other information or documentation believed to be pertinent but not specifically mentioned in this RFP that may be useful and applicable to this project.
- d. The Offeror must include a completed W-9 Form.
- e. The Offeror must provide a Certificate of Insurance ("COI") with coverage per the terms provided herein and list CML as an Additional

Insured. Waiver of Subrogation shall also apply and be indicated on the COI.

- f. A list of all assumptions and exceptions to the specifications outlined in the RFP.

COST PROPOSAL

The Proposer shall complete the Price Proposal Form (Appendix A) as provided in its entirety. Consideration will include:

- Clarity and completeness of the cost proposal.
- Alignment of costs with the Scope of Work provided above.
- Overall value offered, not necessarily lowest cost.

ADDITIONAL INFORMATION

1. Addenda to this RFP will be posted on the Columbus Metropolitan Library website: www.columbuslibrary.org/about/doing-business Proposers 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 detailed costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to the terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time
4. CML is a tax-exempt entity.
5. 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 Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

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 January 30, 2026. CML will post written responses to all properly received questions on or before February 4, 2026.



Answers to all questions will be documented and posted on the “Doing Business with Us” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business.

TIMELINE & SCHEDULE OVERVIEW

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on **January 28, 2026, at 3:00 PM ET**, using the online Microsoft Teams Platform. Although the pre-proposal meeting is not mandatory, attendance by any prospective Proposer is encouraged. Interested Proposers should send email addresses of those who wish to attend the meeting by RSVP to procurement@columbuslibrary.org. An edited and annotated summary of the Pre-Proposal meeting 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/>

Each Proposer will be deemed to have actual knowledge of all information provided or discussed at the pre-proposal submission meeting.

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 Inquiry Period Begins	January 21, 2026
Virtual Pre-Proposal Meeting	January 28, 2026 @ 3:00 PM
Inquiry Period Ends – Questions Due	January 30, 2026
Final Response to Vendor Questions	February 4, 2026
Due Date	February 11, 2026, 12:00 PM ET

*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 **times are Eastern Time.***

SELECTION PROCESS

CML will form an evaluation committee to review and evaluate proposals. The evaluation criteria is included in Appendix D – Evaluation Matrix. The following criteria weights will be assigned:

- a) Total Cost – 150 Points
- b) Firm Qualifications & Experience – 200 Points
- c) Understanding of Project & Approach – 150 Points
- d) Brand Strategy & Creative Excellence – 250 Points
- e) Practicality & Implement Timeline – 150 Points
- f) Project Management & Schedule – 100 Points

Total Allowable Points – 1000 points

CML may request additional information, conduct interviews, or invite any or all Proposers to present an oral presentation on their technical and/or price submission specifics. Proposers will be provided with sufficient notice to prepare.

Members of the CML evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations. The final score will be collected and recorded by the CML procurement staff.

Evaluation of Proposer's Proposal:

Members of the CML evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will apply the scoring formula outlined below:

Zero	(0)	Unsatisfactory	Does not conform to requirements.
One	(1)	Poor	Conforms to requirements in a limited manner
Two	(2)	Satisfactory	Generally meets requirements with limitations
Three	(3)	Good	Meets requirements as written.
Four	(4)	Excellent	Meets and generally exceeds requirements as written
Five	(5)	Outstanding	Exceeds requirements in all aspects.

Members of the CML evaluation committee will review the completeness and comprehensiveness of all proposals. CML will place emphasis on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Proposer, Proposer's qualifications, quality of the proposed solution, organizational history and capacity, experience, and references.



Evaluation of Proposer's Cost Proposal:

CML will rank costs on a relative basis to determine the cost score. The Proposer's cost score will be assigned in the following manner:

$$\text{(Lowest Responsive Price Proposal / Cost of Proposer's Proposal Submission)} \times 150 \text{ Points} = \text{Total Cost Score}$$

Example:

$$\text{(Lowest Responsive Price Proposal (\$100,000) / Proposer Proposal Submission (\$110,000))} \times 150 \text{ Points} = 136 \text{ Points (of a possible 150).}$$

The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,000 points.

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library, based on the information provided.

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 enter into negotiations with the Proposer with the highest composite score following 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 Proposer's that respond will receive notification if they have been selected or not.

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Request for Proposal (RFP), including the Instructions and Interpretations to Proposer, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the RFP; the completed sealed written Proposal, 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 Proposal (RFP) 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 Proposal submitted to CML in response to an RFP (referred to as the “Vendor” 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 Vendor 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 Vendor directly. The Vendor will receive purchase orders electronically.

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 with regard to 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 Vendor shall submit invoices to Accounts Payable, Finance Department via email at 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 Vendor noting the areas of discrepancy.

Payment: In consideration for the Vendor's performance, CML will pay the Vendor 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 Contract 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 exempt 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 canceled 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 Vendor 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.

Contract Cancellation; Termination; Remedies

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

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

Remedies for Default:

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

Force Majeure: If CML or Vendor 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 Vendor 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: Vendor 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 Vendor’s performance under this Contract, including the performance by Vendor’s employees and agents and any individual or entity for which the Vendor is responsible.

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

Publicity: Vendor and any of its subcontractors may not use or refer to this Contract to promote or solicit Vendor’s or subcontractor’s supplies or services. Vendor 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 Vendor 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 Vendor, and any agent of the Vendor, 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 Vendor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Proposer's Proposal not being considered. 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 Vendor 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 Vendor. Any Vendor, 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 Vendor 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 Vendor 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 Vendor'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 Vendor'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 Vendor for immediate correction. If the Vendor 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 Vendor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and comply 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. CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail:
procurement@columbuslibrary.org.



OUTREACH AND INCLUSION

Because the Columbus Metropolitan Library (CML) serves a diverse Central Ohio population, CML strongly prefers professional service providers who are certified Small and Emerging Business Enterprises (SEBE) to provide CML with a diverse representative of the central Ohio region in which they will be working and of the customers that CML serves every day. SEBEs are encouraged to respond to this solicitation.

A completed Proposer's Small and Emerging Business (SEBE) Form must accompany the completed Proposal. Please refer to Appendix D, *Small and Emerging Business (SEBE) Form*, to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Request for Proposal, the Proposer 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 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 complies with such requirements.

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 complies with such requirements.



Appendix A

CML RFP #26-002

Brand Strategy Development and Implementation

Price Proposal Form

A. Flat Fee for Services	
B. Reimbursable Expenses (not travel)	
C. Travel Reimbursable Expenses	
D. Other Fees	
TOTAL (<i>Not to Exceed</i>)	

Please describe what is included in each fee listed above:

A. Flat Fee for Services:

B. Reimbursable Expenses (not travel):

C. Travel Reimbursable Expenses:

D. Other Fees

Notes: _____

- A. You may provide an attachment with additional pricing details if desired.
- B. Do not include pricing in the technical proposal.
- C. CML is a tax-exempt organization.
- D. The Library is not required to purchase any or all items, related services, and stated quantities. The Library reserves the right to negotiate final pricing with the top ranked firm during scope review.

Appendix B

CML RFP #26-002 Brand Strategy Development and Implementation Acknowledgment of Addenda

Project Description: Brand Strategy Development and Implementation

Instructions: The Proposer must 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 before the Proposal Due Date and Time.

The respondent must 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 before the Proposal Due Date and Time.

Part I: Check Box if Applicable: ☐

Listed below are the issue dates 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: ____/____/____

Addendum # 7, dated: ____/____/____

Addendum # 8, dated: ____/____/____

Part II: Check Box if Applicable: ☐

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Appendix C

CML #26-002 Brand Strategy Development and Implementation RFP SEBE Form

The CML “Supplier Small and Emerging Business (SEBE) Form” can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”: <https://www.columbuslibrary.org/doing-business/>

Appendix D

CML #26-002 Branding Strategy Development and Implementation RFP Evaluation Matrix

<u>Responsiveness Criteria</u>	<u>Criteria Weight</u>	<u>Score (0-5)</u>	<u>Extended Score</u>
Technical Evaluation (85%)			
Firm Qualifications & Experience (20%)	40		
Understanding of Project & Approach (15%)	30		
Brand Strategy & Creative Excellence (25%)	50		
Practicality & Implementation ability (15%)	30		
Project Management & Schedule (10%)	20		
Criteria Weight	850		
Weighted Technical Score			
Cost Evaluation (15%)	150		
Criteria Weight			
Weighted Cost Score			
Total Composite Score (Weighted Technical Score + Weighted Cost Score)			

Criteria Weight x Score = Extended Score

Members of the evaluation committee will apply the scoring formula outlined here:

Zero (0)	Unsatisfactory	Does not conform to requirements.
One (1)	Poor	Conforms to requirements in a limited manner.
Two (2)	Satisfactory	Generally meets requirements with limitations.
Three (3)	Good	Meets requirements as written.
Four (4)	Excellent	Meets and generally exceeds requirements as written.
Five (5)	Outstanding	Exceeds requirements in all aspects.