

**ANNOUNCEMENT
ANNE ARUNDEL COUNTY PUBLIC LIBRARY
Annapolis, Maryland**

**REQUEST FOR PROPOSALS
EQUITY AUDIT
RFP NO. 22-01**

NOTICE TO OFFERORS

Requests For Proposals for providing the subject items/services are available at the Anne Arundel County Public Library Finance Department, 5 Harry S Truman Parkway, Annapolis, Maryland, 21401. Proposals will be received until **1:30 pm**, local time, **MONDAY, December 20, 2021** at the same location, after which they will be opened and read. **Proposals received after the above-referenced time will be rejected and returned unopened. No recording of any kind will be allowed at any Proposal opening.**

To all Offerors: Anne Arundel County Public Library (hereafter, "the Library") does not mail complete Request For Proposals packages. Instead, we encourage anyone receiving this Notice to review and download a Request For Proposals (hereafter, "RFP") from either the Library website (www.aacpl.net) or <https://emma.maryland.gov>. A copy of the RFP also may be picked up at the above address during normal business hours.

IMPORTANT NOTICE: Addenda to solicitations often occur, sometimes within as little as 48 hours, prior to Proposal opening. It is the potential Offeror's responsibility to visit the Library's website (www.aacpl.net) frequently to obtain Addenda once they have received or downloaded an RFP. No other notification will occur. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.

Questions concerning this Specification and Proposal shall be directed to Christy Potts, Finance Specialist II, at cpotts@aacpl.net.

Cedric Grant
Chief Financial Officer
December 1, 2021

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Solicitation Check List

THIS CHECKLIST IS PROVIDED FOR YOUR CONVENIENCE

- _____ Technical Proposal shall be delivered via email to Christy Potts (cpotts@aacpl.net), Library Finance Department no later than the date and time shown in the Solicitation. Did you visit our website (www.aacpl.net) for any addenda?

- _____ Did an authorized company representative (reference Section 1.25) sign the Proposal?

- _____ Did an authorized company representative sign and notarize the Affidavit?

- _____ Did you include the required signature authority documents, if required?

- _____ Did you include the completed Vendor Information Form?

- _____ If you are an entity (limited liability partnerships, corporations, limited partnerships, limited liability companies, limited liability limited partnerships, business trusts, real estate investment trust and trade name filings), is the legal name of your company listed with the State of Maryland Department of Assessments and Taxation and in good standing? You may check by going to <https://egov.maryland.gov/BusinessExpress/EntitySearch>.

- _____ Is the outside of the cost proposal envelope marked with the required notations as shown in the Solicitation?

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Mandatory Requirements

The following item(s) are **MANDATORY** and shall be submitted with Proposal in order to be considered for an award. If the following item(s) is required by this Solicitation and is not submitted with the Proposal, the Proposal shall be considered null and void, and therefore, will be rejected.

- (A) Proposal Deposit (If required by the Solicitation)
- (B) Technical Proposal
- (C) Cost Proposal Form
- (D) Other: _____

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SECTION ONE – GENERAL INSTRUCTIONS

1.1 Instructions

Instructions, forms, and specifications may be obtained in person at Library Headquarters, 5 Harry S Truman Pkwy, Annapolis, Maryland, 21401, or may be downloaded from either the Library's website (www.aacpl.net) or <https://emma.maryland.gov>.

- 1.1.1 All Proposals shall be submitted in accordance with the instructions in this RFP.
- 1.1.2 All Cost Proposals are to be submitted in sealed envelopes.
- 1.1.3 Each Proposal shall be accompanied by a notarized Affidavit executed by the Offeror or, if the Offeror is a business entity, by a duly authorized representative of the business entity. The Affidavit is included in this RFP.
- 1.1.4 Additional information or clarification of any of the instructions or information contained herein may be obtained from the Library Finance Department (hereafter, "the Finance Department"). The deadline for submitting a written request for clarification of requirements is 4:00 p.m., local time on Thursday, December 16, 2021. The Finance Department will respond by issuing a written addendum.
- 1.1.5 Any Offeror finding any discrepancy in or omission from the RFP resulting in doubt as to their meaning, or feeling that the RFP is discriminatory, shall notify the Finance Department in writing no later than 4:00 p.m. local time on Thursday, December 16, 2021. These exceptions in no way obligate the Library to change its RFP. The Finance Department will respond by issuing a written addendum of any interpretations made of the Specifications.
- 1.1.6 The Library shall assume no responsibility for oral communications. All official correspondence in regard to the RFP shall be directed to and shall be issued by the Finance Department in writing.
- 1.1.7 To ensure fair competition and to facilitate the selection of the successful Offeror, Proposals may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.
- 1.1.8 Specifications provided are based on Library needs and uses, estimated costs of operation and maintenance, and other significant or limiting factors to meet Library requirements and consistent with Library policies. Minimum and maximum specifications, where included, are not established arbitrarily to limit competition or to exclude competitive Offerors.
- 1.1.9 In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

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1.1.10 Contact with any Library representative concerning this RFP, other than as stated herein, is prohibited. "Library representative" shall include, but not be limited to, all Trustees, employees and members of the Evaluation Committee.

1.2 Taxes: Responsibility for Payment, Exemptions, Forms To Be Filed, Etc...

1.2.1 The Successful Offeror is responsible for paying and, by submitting a Proposal, agrees to pay all retail sales, income, real estate, sales and use, transportation, special, and any other taxes applicable to and assessable against any goods, processes, and operations incident to or related to this RFP. The Successful Offeror is responsible for ascertaining applicable taxes and making all necessary arrangements to pay same.

1.2.2 All prices quoted shall be exclusive of any State, Federal, or other applicable taxes, including Federal Excise Tax on trucks or any other goods or accessories.

1.3 Reservations

1.3.1 The Library may reject all Proposals and cancel the RFP, may reject parts of all Proposals, or may reject all Bids for any one or more Good or Service if, in the judgment of the Library's Chief Financial Officer (hereafter, "CFO"), it is in the Library's best interest and the public interest will be served thereby. A written record explaining the reasons for such rejection shall be maintained with the records related to the Procurement.

1.3.2 The Library reserves the right to waive formalities or technicalities in Bids as the interest of the Library may require.

1.3.3 The quantities appearing in this RFP are approximate only and are prepared for the canvassing of Proposals. Payment to the Successful Offeror will be made only for the actual quantities of goods or services provided in accordance with the resulting Contract, and it is understood that the scheduled quantities of goods or services to be furnished may be increased, decreased or omitted without invalidating the Proposal.

1.3.4 The Library reserves the right to award contracts or place orders on a lump sum or individual item basis, or in such combination as, in the judgment of the CFO, shall be in the best interest of the Library.

1.3.5 The Library may waive minor differences in the RFP provided these differences neither violate the RFP's intent, materially affect the operation for which goods or services are being purchased nor increase estimated maintenance and repair costs to the Library.

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1.4 Substitutes

- 1.4.1 When an item is designated as "no substitutes," only that brand/manufacturer and stock number shall be accepted, except goods manufactured by the same manufacturer and sold under a competitive brand name.
- 1.4.2 For all items not designated "no substitutes," the Library will consider a "Library-approved equivalent." Equivalent items will be considered provided descriptive literature and specifications accompany the Proposal. Each Offeror shall indicate on the Proposal "As Specified," or the equivalent manufacturer and model number. The Library, in its sole discretion, will evaluate and award each item. The Offeror shall indicate clearly the goods on which it is bidding, and shall supply a sample or sufficient data enabling a meaningful comparison to be made with the particular brand or manufacturer specified. Catalog cuts and descriptive data shall be attached to the original copy of the Proposal where applicable. Failure to submit the above information may be sufficient grounds for rejection of the Proposal.
- 1.4.3 No Offeror shall be allowed to offer more than one price on each item even though the Offeror may believe that two or more types or styles will meet specifications. Offerors shall determine for themselves which to offer. If an Offeror submits more than one price on any item, all prices for that item may be rejected at the discretion of the CFO.

1.5 Safety Data Sheets

If goods provided to the Library, including any chemicals or products to be used, contain any ingredients that could be hazardous or injurious to a person's health, a Safety Data Sheet ("SDS") shall be provided to the Finance Department by the Successful Offeror. This requirement also applies to any goods used by the Successful Offeror when providing a service to the Library.

1.6 Inspection

All goods delivered to and services performed for the Library shall be subject to final inspection by the Library and tests by the testing facilities of the Library and other independent testing laboratories as may be designated by the Finance Department. If the result of tests indicates that any part of the goods or services are deficient in any respect, the CFO, in his or her absolute discretion, may reject all or any part of the goods or services provided to the Library. Variances in goods and services may be waived upon approval by the CFO, in his or her absolute discretion.

1.7 Disputes

In cases of disputes as to whether the goods or services quoted or delivered meet Specifications, the decision of the CFO shall be final and binding on both parties. The

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CFO may request the recommendation in writing of the department of the Library using the goods or service or other sources.

1.8 Law and Regulations

The Successful Offeror shall comply with all applicable Executive Orders, Federal, State and local laws, ordinances, rules and regulations in effect as of the date of this RFP and as they may be amended from time to time. The Successful Offeror shall protect and indemnify the Library, and its agents or employees against any claim or liability arising from or based on the violation of any laws, ordinances, or regulations by the Successful Offeror and by any subcontractors, agents, or employees.

1.9 Equal Opportunity

1.9.1 It is the policy of the Library, to ensure Equal Employment Opportunity for all persons, and to ensure that Minority and Women-Owned Business Enterprises have the maximum opportunity to participate in the performance of all Library contracts for supplies and services.

1.9.2 Every Contractor doing business with the Library shall agree not to discriminate in any manner against any employee or applicant for employment because of race, age, creed, color, national origin, or gender, and shall be obligated to include a similar requirement in any and all subcontracts. The Successful Offeror shall also agree to comply with all Federal, State, and local laws and Executive Orders and Regulations relating to Equal Employment Opportunity and Minority Business Enterprises.

1.10 Indemnification

If a Contract is awarded, the Successful Offeror shall be required to indemnify, defend, and hold the Library, its employees, and agents harmless from and against any and all claims, loss, liability, cost, and expenses, including attorney fees, howsoever arising or incurred, alleging personal injury, bodily injury, including death, or property damage arising out of or attributable to the Successful Offeror's performance of the Contract awarded.

1.11 Termination Process

1.11.1 Termination for Convenience:

Notwithstanding anything contained herein, the Library may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Offeror. The Library shall pay all reasonable costs incurred by the Successful Offeror up to the date of termination. The Successful Offeror shall not be reimbursed for any anticipatory profits, which have not been earned prior to the date of termination.

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1.11.2 The Library shall provide 30 days notice of any termination not for cause to the Successful Offeror. The Successful Offeror shall perform only such work during the 30-day notice period that is authorized in writing by the CFO.

1.11.3 This Agreement may be terminated by the Library upon at least seven (7) days notice to the Successful Offeror in the event that: (1) the Work is permanently abandoned by the Library; (2) continued Work is deemed by the Library, in its sole discretion, not to be in the best interests of the Library; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.

1.11.4 Termination for Cause:

Notwithstanding anything contained herein, if the Successful Offeror fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the Library may terminate this Agreement by written notice to the Successful Offeror. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Offeror shall, at the Library's option, become the Library's property. The Library shall pay the Successful Offeror fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Offeror's breach. If the damages are more than the compensation payable to the Successful Offeror, the Successful Offeror shall remain liable after termination, and the Library may take all steps necessary to collect damages.

1.12 Optional Use of Contract

1.12.1 The Successful Offeror reserves the right to extend all of the terms, conditions, specifications, and unit or other prices of any contract resulting from this Proposal to any and all public bodies, subdivisions, school districts, community colleges, colleges, and universities, including non-public schools. This is conditioned upon mutual agreement of all parties pursuant to special requirements, which may be appended thereto. The Successful Offeror agrees to notify the issuing body of those entities that wish to use any contract resulting from this RFP and shall also provide usage information, which may be requested.

1.12.2 The Library assumes no authority, liability, or obligation on behalf of any other entity that may use any contract resulting from this RFP. All purchases and payment transactions shall be made directly between the Successful Offeror and the requesting entity. Any exceptions to this requirement shall be specifically noted in the Proposal.

1.13 Corporation Registration

1.13.1 Whenever required by law, business entities not organized under the laws of the State of Maryland shall be registered with the State Department of Assessments

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and Taxation, 301 W. Preston Street, Baltimore, Maryland, 21201 ("SDAT") before doing any business in this State.

1.13.2 All Offerors that are business entities shall be and present evidence prior to award that they are in good standing with SDAT.

1.14 References to Alternate Terms

Any reference which may appear on any price list or literature to any terms and conditions, such as F.O.B. Shipping Point or Prices Subject to Change shall not be part of any Contract with a Successful Offeror and shall be disregarded by the Library.

1.15 Payment

Invoice(s) shall contain the following information: Purchase Order Number, Item Number, description of goods or services, quantities, unit prices, and extended totals. Payment terms, unless otherwise noted, shall be net thirty (30) days. The Library is not subject to retail sales, income, real estate, sales, use, transportation, or special taxes. The final payment shall be based upon acceptance of goods or services from the Successful Offeror and a final invoice submitted by the Successful Offeror and approved by the Library. To receive payment, the Successful Offeror shall submit an invoice to:

Anne Arundel County Public Library
Attn: Finance Department
5 Harry S. Truman Parkway
Annapolis, Maryland 21401

The Library reserves the right to deduct the total amount of any debts owed to the Library from any payments issued pursuant to any resulting agreement for this RFP.

1.16 Assignment

The Contract resulting from this RFP and the compensation which may become due thereunder are not assignable except with prior written approval of the Library.

1.17 Availability of Funds

The obligations of the Library under any Contract awarded pursuant to this RFP are subject to the availability of funds appropriated by the County Council of Anne Arundel County, Maryland, and to receipt and availability of appropriated funds.

1.18 Interpretation

The Contract resulting from this Solicitation shall be construed under the laws of the State of Maryland.

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1.19 Integration

This RFP, the Successful Offeror's Proposal, the Library's Purchase Order and the written Agreement between the Successful Offeror and the Library contain the entire understanding between the parties, and any additions or modifications hereto may only be made in writing executed by both parties.

1.20 Fair Labor Standards

The Successful Offeror shall comply with all applicable provisions of the Fair Labor Standard Act (FLSA) and shall indemnify, defend, and hold harmless the Library, its officers, employees, and agents from any and all liability, including but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hours law, including but not limited to, FLSA for work performed by the Successful Offeror's employees for which the Library may be found jointly or solely liable.

1.21 Changes

1.21.1 The Library reserves the right to add items to this Contract at the Library's sole discretion if the items meet the following criteria:

1.21.1.1 The items added are, in the Library's sole opinion, within the general scope of work established for this Contract and/or are ancillary to the successful completion of Work under the resulting Contract.

1.21.1.2 The price for each item as offered by the Successful Offeror is, in the Library's sole opinion, fair and reasonable and consistent with the pricing for the balance of the resulting Contract.

1.21.1.3 The items added are relatively insignificant to the overall value and services under the agreement.

1.22 Most Favored Public Entity

The Successful Offeror agrees that the prices charged to the Library under this Contract do not exceed existing selling prices to its other customers for the same or substantially similar items or services for comparable quantities under similar terms and conditions.

1.23 Damage to Library Facilities, Buildings or Grounds

The Successful Offeror shall repair, or cause to be repaired, at its own cost any and all damage to Library facilities, buildings, grounds, equipment, vehicles, or property caused by the Successful Offeror or employees, subcontractors, or agents of the Successful Offeror. Such repairs shall be made immediately after awareness of damage, or notice by Library, but in no event more than thirty (30) days after the occurrence.

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1.24 Conditions for Purchasing Elsewhere

1.24.1 Time is of the essence. Should the Successful Offeror fail to perform as specified, in accordance with the terms and conditions specified herein, the Library shall then have the right to procure goods and services in the open market or by contract, in which event the additional costs of such goods or services above the Contract price shall be charged against the Successful Offeror, and may be deducted from any funds payable or which may become payable to the Successful Offeror.

1.24.2 The CFO may reject, at his or her sole discretion, any goods or services ordered from the Successful Offeror if they are delivered or performed subsequent to the placement of orders elsewhere.

1.25 Signatures Required for Legal Entities (For Contracts Exceeding \$150,000)

The chart below indicates which persons are authorized by law to sign documents. If documents submitted in response to this Solicitation are signed by other persons, then the Interested Party shall provide documents establishing that the persons have the legal authority to sign on behalf of and bind the Offeror.

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TYPE OF LEGAL ENTITY:

<p>Company/Corporation or Professional Service Corporation</p> <p><i>("Inc.," "Co.," "Corp.," "Ltd.," "P.C.," "Chartered," "Chtd., " "Professional Association," "P.A. ")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>President, Vice President, Chief Executive Officer or Chief Operating Officer</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>By-Laws, Articles of Incorporation, or a Corporate Resolution</p>
<p>Partnerships</p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>Statement of Partnership Authority</p>
<p>Limited Partnerships</p> <p><i>("L.P.")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>General Partner</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>Certificate of Limited Partnership</p>
<p>Limited Liability Company / Corporation</p> <p><i>("LLC" or "LC")</i></p>	<p>NO PROOF NEEDED IF SIGNED BY:</p> <p>Member</p>	<p>IF SIGNED BY SOMEONE ELSE, ENTITY SHALL PROVIDE:</p> <p>Operating Agreement or Articles of Organization of the LLC</p>
<p>Religious Corporations and Churches</p>	<p>PROOF ALWAYS NEEDED</p>	<p>ENTITY SHALL PROVIDE:</p> <p>By-Laws, Articles of Incorporation, or Corporate Resolution</p>
<p>Limited Liability Partnerships and Limited Liability Limited Partnerships</p> <p><i>("L.L.P." or "LLLP")</i></p>	<p>PROOF ALWAYS NEEDED</p>	<p>ENTITY SHALL PROVIDE:</p> <p>Certificate of Limited Liability Partnership and Partnership Agreement or Statement of Partnership Authority</p>

Note: this chart does not cover unincorporated associations.

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1.26 Changes/Erasures to Proposal

To be considered, all erasures, interpolations and other changes in the Proposal shall be signed or initialed by the Offeror.

1.27 Offeror's Understanding of the Scope of RFP and Due Diligence

By submitting a Proposal in response to this RFP, the Offeror represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting Contract. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its Proposal or to any resulting Contract.

1.28 Proposal Modification or Withdrawal

1.28.1 A Proposal may be modified or withdrawn by the Offeror anytime before the time and date set for the receipt of Proposals upon notice to the Finance Department in writing.

1.28.2 Modified and withdrawn Proposals, clearly marked and dated, may be resubmitted to the Finance Department up to the time and date set for the receipt of Proposals.

1.28.3 No Proposal may be unilaterally modified or withdrawn after the time set for the receipt of Proposal and for ninety (90) calendar days thereafter.

1.28.4 Pricing Extension: If an award cannot be made prior to the expiration of the pricing submitted in response to this RFP, the Finance Department may request that pricing be extended. The extension of pricing should be a reasonable amount of time for the contract to be fully executed between both parties.

1.29 Addenda to RFP

Addenda to solicitations often occur, sometimes within as little as 48 hours prior to Proposal opening. The Library does not provide written notification of addenda to solicitations. The Library will notify potential Offerors of any changes, additions or deletions to the Specifications via addenda posted on the Library's website (www.aacpl.net). It is the potential Offeror's responsibility to visit the Library's website frequently to obtain Addenda once they have received or downloaded an RFP. No other notification will occur. A Proposal may be rejected if any addendum is not signed and submitted with the Proposal.

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1.30 Content

The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract may result in cancellation of the award, and the Successful Offeror may not be eligible for future solicitations.

1.31 Conflict of Interest

1.31.1 By submission of a Proposal, Offeror agrees that it has no direct or indirect interest that would conflict in any manner or degree with its performance under this RFP or any resulting contract. The Offeror shall covenant further that, in the performance of any contract, the Offeror shall not employ any person or entity having any such known conflict.

1.31.2 Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.

1.32 Headings

The words and phrases used in the heading of various sections and parts of this RFP are for convenience only and shall not affect the interpretation of any of the terms, conditions and requirements contained anywhere in the RFP.

1.33 RFP Text Emphasis

Throughout this RFP, there may be occasional use of underlining, bolding, outsized characters or other methods of text emphasis. No remarkable difference in emphasis or relative importance of text content is intended by the use of any one method in place of another.

1.34 Parent Company

If an Offeror is owned or controlled by a parent company, the name, main office address, and tax identification number of the parent company shall be provided in the Proposal.

1.35 Assignment and Delegation

Except for assignment of an antitrust claim, a party to any Contract resulting from this RFP may neither assign nor delegate any portion of the Contract without the prior written consent of the other party.

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1.36 Acceptance of Terms and Conditions

By submitting a Proposal to this RFP, the Successful Offeror accepts the terms and conditions set forth herein.

1.37 Confidential and Proprietary Information

1.37.1 All information contained in the Proposal is subject to production under the Maryland Public Information Act. Each Offeror shall be responsible for identifying all information in its Proposal that it considers confidential and proprietary and not subject to release to the general public for any reason by including with its Proposal a separate list entitled "Confidential and Proprietary Information." The list shall identify all such information and shall include the location of such information in the Proposal, including page numbers, as well as an explanation as to why each piece of information is considered to be confidential and proprietary. All information not included on the list, even if marked as confidential or proprietary, shall be considered public information and is subject to release on request under the Maryland Public Information Act.

1.37.2 Reasons given for considering information within a Proposal confidential or proprietary shall be legally justifiable, which is within the sole discretion of the Library. Indicating that a Proposal in its entirety is confidential and proprietary is not legally justifiable, is not acceptable, and may be grounds for the Library rejecting the Proposal on the grounds that the Proposal is not responsive.

1.37.3 Limitations to Liability: The Library assumes no responsibility and no liability for costs incurred by Successful Offeror in responding to the RFP, including requests for additional information. The Library assumes no responsibility and shall not be liable in any way for the release to the public of information that is contained in the Proposal.

1.37.4 Contractor agrees to provide promptly any non-confidential information or materials required by the Library to respond to such requests, to the extent required by law.

1.38 Independent Contractor

In the performance of this Agreement, the Contractor, including its employees, agents, and subcontractors, shall act solely as an independent contractor, and nothing contained in or implied by this Agreement shall be construed at any time to create any other relationship between the Library and the Contractor, including employer and employee, partnership, principal and agent, or joint venturer.

1.39 Audit of the Successful Offeror

1.39.1 The Successful Offeror shall retain in original form, format, and medium all

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books, records, and documents from the date of their inception. This shall include, but not be limited to, cost or pricing data relating to the Contract and the Successful Offeror's operations, including perpetual inventory records of equipment for a period of at least three (3) years following the date of final payment by the Library. The Successful Offeror shall make these records available for inspection and audit by the authorized representative of the Library during normal business hours. The Successful Offeror shall receive the Library's written authorization for any request to change the form, format, or medium of any record, or for earlier destruction of any record. The Successful Offeror shall comply with Library notification that a record shall be retained for a longer period.

1.39.2 The Library may audit at any time during the term of the Contract and for a period of at least three (3) years after the date of final payment by the Library the Successful Offeror's books and records relating to any work performed under this RFP and any resulting contract, including, but not limited to:

- Cost or pricing data submitted by the Successful Offeror;
- The determination of Successful Offeror's costs or estimated costs in connection with any change order or contractual modification or proposed change order or contractual modification;
- The Successful Offeror's financial condition; and/or
- Claims by one party against any other.

1.40 Ownership and Retention of Records

All reports, drawings, and other data prepared in connection with the work contemplated by this RFP shall become the property of the Library. The Successful Offeror shall retain all records and documents related to work performed under any Contract awarded pursuant to this RFP for at least three (3) years after final Contract payment by the Library, and shall make them available for inspection and audit by authorized representatives of the Library at all reasonable times.

1.41 Workplace Free of Drug and Alcohol Abuse

Successful Offeror shall maintain a workplace free of drug and alcohol abuse during the term of the Contract; shall prohibit employees from working under the influence of drugs or alcohol; and shall refuse to hire or assign to work under the Contract anyone whom the Successful Offeror knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program.

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SECTION TWO – GENERAL SPECIFICATIONS

2.1 Scope

- 2.1.1 These Specifications are intended to cover the scope of work, as described in Section Three.
- 2.1.2 All goods delivered shall be the manufacturer’s current models, completely serviced by the Successful Offeror, and shall be delivered ready in all aspects to be placed in normal operating service.

2.2 Award of Contract

- 2.2.1 Considerations for the award shall be stated in this RFP.
- 2.2.2 The Library reserves the right to accept or reject any Proposal and to procure no or any quantity of goods or services that are the subject of this RFP, as deemed in the best interest of the Library by the CFO. After all other proper evaluation, an award shall be made on an individual item basis or may be awarded on an aggregate item basis if an additional discount is offered for an aggregate award to the successful Offeror.
- 2.2.3 In accordance with Section V of the Library’s Purchasing Policy, an unsuccessful Offeror may protest the award of a contract by notifying the CFO in writing within three business days of receipt of notification that their Proposal was not selected. In the event of such a protest, the Library’s Board of Trustees, or the Executive Committee of the Board of Trustees, shall render a decision and that decision shall be final.

2.3 Insurance Requirements

Unless otherwise required in this RFP, if a Contract is awarded, the Successful Offeror shall be required to purchase and maintain during the life of the Contract Commercial General Liability Insurance, Business Automobile Liability Insurance, and Workers’ Compensation Insurance with limits of not less than set forth below:

2.3.1 Commercial General Liability Insurance

At least \$1,000,000 combined single limit coverage on an occurrence basis covering all premises and operations and including Personal Injury, Independent Contractor, Contractual Liability and Products and Completed Operations. **The general aggregate limit is to apply per project.**

2.3.2 Business Automobile Liability Insurance

At least \$1,000,000 Combined Single Limit to include owned, non-owned, and hired vehicles.

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2.3.3 Workers' Compensation Insurance

Statutory benefits as required by Maryland law and, when required, the U.S. Longshoremen's and Harbor Workers' Compensation Act, including standard Other States coverage; Employers' Liability coverage with limits of at least \$100,000 each accident/\$100,000 each employee disease/\$500,000 disease policy limit.

2.3.4 **On all Commercial General Liability Insurance policies, Anne Arundel County Public Library, Anne Arundel County, Maryland, their agents, servants, and employees shall be named as an additional insureds, which shall be shown on the insurance certificates furnished to the Library under this Section.**

2.3.5 Professional Liability Insurance

The Successful Offeror shall purchase and maintain during the term of any resulting Contract Professional Liability Insurance with limits of at least \$1,000,000 each occurrence and \$3,000,000 aggregate.

2.3.6 The Successful Offeror shall provide the Library with Certificates of Insurance evidencing the coverage required above. The Successful Offeror shall provide certificates of insurance before commencing work in connection with the Contract.

2.3.7 **Providing any insurance required herein does not relieve the Successful Offeror of any of the responsibilities or obligations assumed by the Successful Offeror in any resulting Contract or for which the Successful Offeror may be liable by law or otherwise.**

2.3.8 Failure to provide and continue in force insurance as required herein shall be deemed a material breach of any resulting Contract and shall operate as an immediate termination thereof.

2.3.9 Contractor shall advise the Library via e-mail (finance@aacpl.net) and First-Class, Certified Mail within two (2) business days of any cancellation, non-renewal, or other termination of, or any substantive change to any insurance policy providing or represented as providing the coverages mandated herein. Failure to do so shall be construed as a material breach of the Agreement.

2.4 Price Adjustments

2.4.1 All prices offered herein shall be firm against any adjustment for two (2) years from the effective date of the Contract. Prior to commencement of subsequent renewal terms, the Library will entertain a request for price adjustments up to the Consumer Price Index in place exactly sixty (60) days prior to the renewal

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date. The Successful Offeror shall request all price adjustments in writing at least sixty (60) days and no more than ninety (90) days prior to the renewal date.

- 2.4.2 For purposes of this Section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-Washington-Baltimore, DC-MD-VA-WV-All Items, Not Seasonally Adjusted (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- 2.4.3 The Library reserves the right to accept, reject, or modify the request for a price adjustment. If the Library approves a price adjustment, the price shall remain firm for the renewal term for which it was requested.
- 2.4.4 In the event where the CPI is a negative value, at no time will the Library adjust below current pricing.

2.5 Agreement

Successful Offeror shall review the attached sample agreement and note any issues it may have with the agreement. Upon notifications of intent to award, the Successful Offeror shall have an authorized person (as shown under Section 1.25) sign a similar agreement tailored to meet this RFP as part of the Contract.

2.5.1 HIPAA

If a Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996, and regulations enacted pursuant thereto (collectively "HIPAA"), is deemed necessary by the Library based on the Work to be performed hereunder, the Successful Offeror agrees to enter into a Business Associate Agreement as an Addendum to this Agreement.

2.6 Performance, Labor and Material Bonds

- 2.6.1 The Library may require a performance bond or other form of security in the amounts considered adequate to protect the Library's interests in supply, maintenance, service, or other procurements.
- 2.6.2 In lieu of a Bond, the Library, at the sole discretion of its CFO, may accept an irrevocable letter of credit, an irrevocable assignment of a bank account, certified check, money order, or cashier's check in the required amounts.
- 2.6.3 The amount of the Bond or other security shall not be in the nature of liquidated damages and shall not limit the liability of the Successful Offeror to the Library in the event of a breach by the Successful Offeror.

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2.7 Exceptions to These Specifications

- 2.7.1 When the Proposal differs in any way from the specifications and/or requirements set forth herein, the Offeror shall explicitly describe each variance in detail on the Exceptions Form, referencing the appropriate paragraph or Clauses to which the variance applies and shall provide this information with the Proposal.
- 2.7.2 Any exceptions to these specifications referenced in any price sheet, catalog, literature, build sheets, manufacturers' specifications or any other written information included in the Proposal that is not documented in the Offerors' Exceptions Form shall not be part of any Contract with the Successful Offeror and shall be disregarded by the Library.
- 2.7.3 The Library shall, at its sole discretion, accept or reject individually any exceptions taken to these specifications by the Offeror as declared on the Exceptions Form. The Library shall notify the Offeror of all rejected exceptions. The Offeror shall have 48 hours after notification by the Library to remove any exceptions rejected by the Library or the Proposal shall be rejected as being non-responsive.

2.8 Unbalanced Proposals

2.8.1 MATERIALLY UNBALANCED PROPOSALS

A Proposal shall be materially unbalanced if there is a reasonable doubt that award of the materially unbalanced Proposal will result in the lowest ultimate cost to the Library.

2.8.2 MATHEMATICALLY UNBALANCED PROPOSALS

A Proposal shall be mathematically unbalanced if the Proposal contains unit pricing that does not reflect reasonable costs (including actual labor and material cost, overhead and profit) for the completion of the Scope of Work.

- 2.8.3 A Proposal that is either materially or mathematically unbalanced may be rejected as non-responsive.

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SECTION THREE – NATURE OF SERVICES REQUIRED

3.1 General

The Anne Arundel County Public Library, hereafter the "Library," is seeking proposals from qualified firms to perform an equity audit on the Library. As used herein, an equity audit is a detailed study of the Library's culture, values, staffing, policies, and procedures – both formal and informal – with the intention of identifying opportunities for progress in becoming an equitable, anti-racist organization.

3.2 Scope of Work

The successful Offeror shall:

- 3.2.1 Engage staff, trustees, and customers to gain insights and develop a realistic understanding of the Library's current environment, context, and culture.
- 3.2.2 Identify opportunities and make recommendations for steps to overcome racist or otherwise inequitable policies, procedures, or interactions.
- 3.2.3 Develop a plan of action to dismantle institutional racism, correct inequities, and revise outdated policies, practices, or procedures within the Library, and develop an active culture of inclusion within the Library and its customers.
- 3.2.4 Provide periodic progress reports to the Library's Executive Leadership Team (ELT).
- 3.2.5 Provide a detailed briefing on the results of the equity audit to the Board of Library Trustees (BOLT).
- 3.2.6 Document all findings, recommendations, and plans in a separate report for the Library's ELT and BOLT.
- 3.2.7 Conduct training sessions on the recommended anti-racism plan for the Library's ELT and branch/department leaders.

3.3 Term of Contract

This Contract shall be in effect for two (2) years beginning in January 2022.

3.4 Payment

Payment shall be made in periodic stages throughout the audit with final payment at the completion of the entire Scope of Work to the full satisfaction of the Library.

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3.5 Background and Administrative Information

Anne Arundel County, Maryland, is a jurisdiction of 579,234 residents (2019 Census Bureau estimate) located in the Baltimore-Washington, D.C. metropolitan area. Although predominantly suburban, northern sections of the County have an urban character, while the south is largely rural. The County is governed by an elected County Executive and seven-member County Council.

The Library consists of sixteen branches organized into three regions and a separate Headquarters building. It is governed by a 17-member Board of Trustees. The Operating Budget for Fiscal Year 2022 is \$29.3 million. The Library has approximately 260 Full-Time positions and approximately 150 part-time employees.

In October 2017, the Library Board of Trustees adopted the Urban Libraries Council Statement on Race and Social Equity – <https://www.aacpl.net/urban-libraries-councils-statement-race-and-social-equity>.

In 2020, a 10-member staff team called the Library, Equity, Diversity and Inclusion Team (LEDIT) was formed including staff from throughout the library system. It evolved from an earlier team called the Workforce Quality and Diversity Committee. Between February and October 2021, all career staff took required training on *Dismantling Institutional Racism*, which was made available by the Maryland State Library and presented by Dr. Tobin Shearer of Widerstand Consulting. Some employees took the Widerstand course *How to Do a Library Anti-Racism Audit*.

In 2021 the Library applied for and received funding for an Equity Audit from American Rescue Plan (ARP) allotments to the Maryland State Library and Anne Arundel County Government.

SECTION FOUR – THE PROPOSAL

4.1 Technical Proposal

4.1.1 General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Offeror in conformity with the requirements of this RFP. As such, the substance of the Technical Proposal will carry more weight than the form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the firm and the particular staff to be assigned to this engagement.

4.1.2 Proposal Format

Each Offeror shall submit the Technical Proposal as an electronic file in Adobe Portable Document Format (PDF). The file shall be secured by the Offeror as a read-only file, i.e., viewable and printable but not editable. Bookmarks shall be

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included for each of the sections in paragraph 4.1.5 below. The file must be searchable using the Find tool on a PDF reader. The Technical Proposal shall not include any material that is accessed by hyperlink, i.e., the stand-alone file shall be considered the entire and complete proposal.

4.1.3 THERE SHALL BE NO COST INFORMATION IN THE TECHNICAL PROPOSAL. FAILURE TO COMPLY SHALL RESULT IN REJECTION OF YOUR PROPOSAL.

4.1.4 Failure to include in its Proposal a response to all of the requirements of the RFP may result in the rejection of an Offeror's Proposal by the Library. Proposals that merely repeat the RFP language or content shall be deemed unsatisfactory.

4.1.5 The Technical Proposal shall consist of the following sections:

4.1.5.1 Title Page, showing the: RFP's subject; Offeror's name; and date of the Proposal.

4.1.5.2 Transmittal Letter, conveying the Offeror's response to the RFP, briefly stating the Offeror's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the Offeror believes itself to be best qualified to perform the engagement, and a statement that the Proposal is a firm and irrevocable offer for 60 days from the Proposal due date. The transmittal letter shall state clearly the Offeror's acknowledgement of receipt of all addenda issued to the RFP. The letter shall be signed in ink by an individual authorized to bind the Offeror legally and state the individual's title and position.

4.1.5.3 Officer's Certification Form: An officer of the Offeror shall complete and sign this form to confirm the information is valid. Signature authority shall conform to the requirements in Section 1.25 of this RFP.

4.1.5.3 Vendor Information Form: The Offeror shall complete the form included in this RFP.

4.1.5.5 Technical Response: Offeror shall address each item listed in Section 4.4, devoting a separate section of their Proposal to each item.

4.1.5.6 List the names and addresses of all affiliated companies and/or subcontractors who would provide goods or services under the agreement, as well as their responsibilities in completing the Scope of Work.

4.1.5.7 Exceptions/Deviations to the Specifications: The Offeror shall identify any deviation from, or exception to, the RFP specifications in the

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Exceptions Form. If there are no exceptions or deviations, the Offeror shall indicate "NONE" on this form. THIS IS EXTREMELY IMPORTANT. The Library shall review each exception/deviation and determine if it is acceptable. If an exception/deviation is not acceptable, the Library may propose an alternative or reject the exception/deviation. If all exceptions/deviations cannot be resolved, the Library may reject the Offeror's Proposal.

4.1.5.8 Addenda: The Offeror shall include a signed copy of each Addendum to this RFP, if any. Failure to include all signed Addenda to this RFP shall result in the Offeror's Proposal being rejected.

4.1.5.9 Affidavit

4.2 Cost Proposal

4.2.1 The Cost Proposal shall contain all pricing information relative to the products and/or services described in this RFP. The price(s) shall contain all direct and indirect costs, including all out-of-pocket expenses.

4.2.2 The Offeror shall complete in full the Cost Proposal RFP No. 22-01 found in this RFP. Therein, the Offeror shall quote a firm, fixed, lump sum price to complete the entire scope of work described in this RFP.

4.2.3 Rates for Additional Professional Services

Should it become necessary for the Library to request that the Successful Offeror render additional services, either to supplement the services requested in this RFP or to perform additional work, then such additional work shall be performed only if set forth in an Addendum to the Contract between the Library and the Successful Offeror. Any such additional work agreed to between the Library and the Successful Offeror shall be performed at the rates set forth in the Cost Proposal.

4.2.4 The Offeror shall submit the original and one (1) copy of the Cost Proposal in a separate sealed envelope marked as follows:

COST PROPOSAL FOR
ANNE ARUNDEL COUNTY PUBLIC LIBRARY
FOR
RFP 22-01: EQUITY AUDIT

4.3 Proposal Submission

4.3.1 Offerors shall send the Technical Proposal as an attachment to an email addressed to: cpotts@aacpl.net. The subject line of the email shall be "Technical Proposal, RFP 22-01, Equity Audit." THIS IS EXTREMELY IMPORTANT: the

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attachment shall be named "**TP_RFP2201_CompanyName.pdf**" where "Company Name" identifies the Offeror. No spaces or special characters other than the two underscores shown in the example are permitted in the file name.

- 4.3.2 Offerors shall send the completed Cost Proposal to:

Anne Arundel County Public Library
Finance Department
5 Harry S Truman Parkway
Annapolis, MD 21401
Attn: RFP 22-01

- 4.3.3 The Library shall not be responsible for expenses incurred in preparing and submitting the Technical Proposal or the Cost Proposal. Such costs shall not be included in the Proposal.

4.4 Technical Response

The Offeror shall address all the items listed below, providing a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Each item shall be addressed in a separate section of the Offeror's Technical Proposal. While additional data may be presented in an Appendix to the Technical Proposal, the Offeror must address each item listed. Failure to address any item shall result in rejection of the Offeror's Proposal.

- 4.4.1 Qualifications and Experience

The Offeror shall describe its qualifications and experience. The response shall include any similar work for other library systems or other organizations.

- 4.4.2 Project Team

The Offeror shall provide current resumes or curricula vitae of all personnel to be assigned to this project. These shall highlight how each team member's expertise and experience are relevant to this engagement.

- 4.4.3 Workplan and Timetable

The Offeror shall describe the workplan it would follow to complete the Scope of Work. The workplan shall include: a brief description of each task; the team member(s) who would be responsible for each task; the role of the Library in the completion of each task; and a timeline expressed in the number of days from contract award for the completion of each task and the project as a whole. Offerors are encouraged to highlight any feature of their proposed workplans that would differentiate them from competitors.

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4.4.4 References

- 4.4.4.1 The Offeror shall provide the names and contact information for three clients for whom it has completed successfully engagements similar to the one described in this RFP within the past three years. The Offeror also shall provide a brief summary of the projects and any noteworthy outcomes.
- 4.4.4.2 For each reference, furnish the name, title, address, and telephone number of the person at the client's organization who is the most knowledgeable about the work performed.

4.5 Exceptions/Deviations to the Specifications

- 4.5.1 On the Exceptions Form, the Offeror shall identify any deviation from, or exception to, the RFP specifications, except the Cost specifications but including the boilerplate language. If there are no exceptions or deviations, the Offeror shall write "NONE" on this form. THIS IS EXTREMELY IMPORTANT. The Library shall review each exception/deviation and determine if it is acceptable. If it is acceptable, the Library may propose an alternative or reject the exception/deviation. If all exceptions/deviations cannot be resolved, the Library may reject the Offeror's Proposal.
- 4.5.2 If the Offeror proposes to use its own agreement language, this shall be noted on the Exceptions Form. The proposed agreement, including all applicable documents and attachments, shall be included in the Technical Proposal, with all cost information redacted. The Library shall not permit the addition or substitution of different documents at a later time.
- 4.5.3 The Library will not consider any exceptions to or deviations from the Cost specifications.

4.6 Changes/Erasures to Proposals

To be considered, all erasures, interpolations, and other changes in the Proposal shall be signed or initialed by the Offeror.

4.7 Offeror's Understanding of the Scope of RFP and Due Diligence

By submitting a Proposal in response to the RFP, the Offeror represents that it has read and understands this RFP, including any Addenda, and has familiarized itself with Federal, State, and local laws, ordinances, rules, and regulations that may affect the cost or performance under this RFP or any resulting Contract. The failure or omission of any Offeror to receive or examine any form, instrument, addenda, or other document or to acquaint itself with conditions existing at any site shall in no way relieve that Offeror from any obligations with respect to its Proposal or to any resulting Contract.

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4.8 Proposal Modifications or Withdrawal

- 4.8.1 A Proposal may be modified or withdrawn by the Offeror any time before the time and date set for the receipt of proposals upon notice to the Finance Department in writing.
- 4.8.2 Technical Proposal modifications shall be worded in a manner that does not reveal cost data.
- 4.8.3 Modified and withdrawn Proposals, clearly marked and dated, may be resubmitted to the Finance Department up to the time and date set for the receipt of Proposals.
- 4.8.4 No Proposal may be modified unilaterally or withdrawn after the time set for the receipt of Proposals and for 120 days thereafter.

4.9 Content

- 4.9.1 The contents of the Proposal of the Successful Offeror may become contractual obligations. Failure of the Successful Offeror to accept these obligations in a Contract may result in cancellation of the award, recovery of damages by the Library, and disqualification of the Successful Offeror.
- 4.9.2 Failure of the Offeror to provide any information requested in the RFP may result in disqualification of the Proposal.

4.10 Conflict of Interest

- 4.10.1 By submission of a Proposal, Offeror agrees that it has no direct or indirect interest that would conflict in any manner or degree with performance under this RFP or any resulting contract for its services. The Offeror shall further covenant that, in the performance of any contract, the Offeror shall not employ any person or entity having any such known conflict.
- 4.10.2 Failure of the Offeror to provide any information requested in this RFP may result in the rejection of the Proposal.

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SECTION FIVE – EVALUATION PROCEDURES

5.1 Evaluation Committee

An Evaluation Committee selected by the Library will evaluate Proposals submitted.

5.2 Review of Proposals

5.2.1 The Evaluation Committee will use a point formula during the review process to score the Proposals. Each member of the Committee first will score each Technical Proposal by each of the criteria described below. The full Committee then will convene to review and discuss these evaluations and to combine the individual scores to arrive at the composite technical score for each Offeror. At this point, firms with an unacceptably low technical score, as determined by the Evaluation Committee, will be eliminated from further consideration.

5.2.2 After the composite technical score for each Offeror has been established, the sealed Cost Proposal will be opened and additional points will be added to the technical score based on the price proposed. The maximum score for price will be assigned to the Offeror offering the lowest total all-inclusive maximum price. Appropriate fractional scores will be assigned to other Offerors.

5.2.3 The Library reserves the right to retain all Proposals submitted and use any idea in a Proposal regardless of whether that Proposal is selected.

5.2.4 The Contract will be awarded to the Offeror with the highest score. If the Library and the apparent Successful Offeror are unable to enter into a contract for any reason, the Contract may be awarded to the next highest-ranked Offeror.

5.3 Evaluation Criteria

Offerors will be evaluated and scored based on the Offeror's Technical and Cost Proposals. The Cost Proposal will not be given as much weight as the Technical Proposal.

5.4 Offeror Minimum Requirements

5.4.1 To be considered, an Offeror must demonstrate that it has completed successfully projects with similar scopes of work for at least three years.

5.4.2 If an Offeror cannot meet these minimum requirements, the Proposal may be rejected without further evaluation. It is the Offeror's responsibility to demonstrate that it meets or exceeds these requirements.

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5.5 Technical Proposal Priorities

The Library's priorities are shown below. More than one section may have the same priority.

5.5.1 Organization and Experience

5.5.1.1 Demonstrated knowledge, skills and experience in conducting successful equity audits

5.5.1.2 Qualifications of team members assigned to the project

5.5.1.3 References

5.5.2 Quality of Workplan

5.5.2.1 Responsiveness to and understanding of the Scope of Work

5.5.2.2 Methodology proposed to complete the Scope of Work

5.5.2.2 Project timeline that complies with Library's stated schedule

5.5.3 Exceptions To and Deviations From to the RFP

5.6 Cost Proposal

5.6.1 The Cost Proposal will be evaluated based on the firm, fixed lump sum price for the completion of the Scope of Work.

5.6.2 Rates for additional professional services will be reviewed and noted, as applicable. These will not be included in the Cost Proposal evaluation.

5.6.3 Prices for optional solutions will be reviewed and noted, as applicable. These will not be included in the Cost Proposal evaluation.

5.7 Best and Final Offers

5.7.1 Notwithstanding anything contained in this RFP, after the Finance Department computes the Offeror's final scores, discussions may be conducted with responsible Offerors whose Proposals have been determined by the Evaluation Committee to be eligible for award. Discussions may be held for purposes of clarification to assure full understanding of and responsiveness to the RFP requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revisions of Proposals, and revisions may be permitted after submissions and before award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from Proposals submitted by competing Offerors.

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5.7.2 The Finance Department shall notify each responsive, responsible Offeror of the scope of the requested best and final offer. The Finance Department shall establish a date and time for the submission of best and final offers and discussions. If more than one submission of best and final offers is requested, an Offeror's immediate previous offer shall be construed as its best and final offer unless the Offeror submits a timely notice of withdrawal or another best and final offer. The CFO may consult with and seek the recommendation of the Evaluation Committee during the best and final offer process. The Library shall consider best and final offers to be irrevocable for ninety (90) days from the date of their submission.

5.9 Final Selection

It is anticipated that an Offeror will be selected by December 31, 2021. Following notification of the Offeror selected, it is expected a contract will be executed between both parties by January 15, 2022.

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OFFICER'S CERTIFICATION FORM

Legal Name of Offeror: _____

Trade Name of Offeror: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: (____)-____-____ Fax Number: (____)-____-____

Website: _____

Name of Officer Completing Form: _____

Title of Officer Completing Form: _____

Phone Number of Officer Completing Form: (____)-____-____

Email Address of Officer Completing Form: _____

I certify that our response to this RFP (Request for Proposal) is complete and accurate to the best of my knowledge and contains no material omissions or misstatements. I acknowledge that the Anne Arundel County Public Library will rely upon the information included in our response to make decisions concerning the award of any contract resulting from this RFP. I further certify that this Technical Proposal has been duly authorized and approved by all required organizational action of the Offeror. I have the legal and organizational authority to bind the Offeror to this Proposal.

It is further agreed that the necessary Agreement will be executed within ten (10) calendar days after our receipt of your written advice of the acceptance of our Proposal.

Signature

Title

Date

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VENDOR INFORMATION FORM

Name of Offeror: _____
Business Name (e.g., Corp., Inc., Co., T/A, DBA, etc.)

Federal Tax Identification or Social Security Number: _____

Street Address: _____

City and State: _____ Zip Code: _____

Business Phone: (Toll Free #, if applicable): _____

Fax Number: _____

Contact Name: _____

Contact Title: _____

Email Address: _____

Website Address, if available: _____

Registration # Issued by the MD Dept. of Assessment and Taxation*: _____
(*See Section 1.13 Corporation Registration)

Does your firm qualify as a Minority Business Enterprise? Yes _____ No _____

MBE Designations: Black Male Black Woman Women Asian Hispanic None

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EXCEPTIONS FORM

In accordance with Section 4.5 of this RFP, list all exceptions to any provision contained in this RFP. Include the Section Number and Name. If there are no exceptions, write "None." The Library is under no obligation to accept any exception proposed by a Offeror. If the Library rejects an exception and the Offeror refuses to remove the Exception, the Proposal Response shall be rejected as being non-responsive.

Name of Offeror: _____

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AFFIDAVIT

On behalf of _____, I do solemnly declare and affirm, under penalty of
(Contractor/Bidder/Offeror)
perjury, that to the best of my knowledge, information, and belief:

1. Neither _____, nor any of its officers, directors, or
(Contractor/Bidder/Offeror)
partners, or any of its employees who are directly involved in obtaining or performing contracts with the State of Maryland, a unit of the State (as defined in '16-101 of the State Finance and Procurement Article of the Maryland Annotated Code), or a local governmental entity in the State, has:

(a) been convicted of bribery, attempted bribery, or conspiracy to bribe, under the laws of any State or of the Federal Government;

(b) been convicted under a State or Federal law or Statute of any offense enumerated in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code; or

(c) been found civilly liable under a State or Federal Antitrust Statute as provided in '16-203 of the State Finance and Procurement Article of the Maryland Annotated Code.

2. _____ shall not knowingly enter into a contract with
(Contractor/Bidder/Offeror)
a public body under which a person or business debarred or suspended under Title 16, Subtitle 3 of the State Finance and Procurement Article of the Maryland Annotated Code will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

3. Neither _____, nor any employee or
(Contractor/Bidder/Offeror)
representative of _____:
(Contractor/Bidder/Offeror)

(a) agreed, conspired, connived, or colluded to produce a deceptive show of competition in the preparation of the Proposal or offer being submitted; or

(b) has in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the price of the bid or proposal of any Offeror or offer of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the Proposal or offer is submitted;

4. The Contractor/Bidder/Offeror:

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(a) Is not currently identified on the list created by the Maryland State Board of Public works as a person engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article; and

(b) Is not currently engaging in investment activities in Iran as described in Section 17-702 of the Maryland State Finance and Procurement Article.

If the person is unable to make the certification, it will provide the County, under penalty of perjury, a detailed description of the Contractor/Bidder/Offeror's investment activities in Iran.

Contractor/Bidder/Offeror: _____

By: _____

Title: _____

Date: _____

Subscribed and sworn to before me, a Notary Public of the State of _____, County or City of _____, this ____ day of _____, 2021.

(Notary Public)

My Commission Expires: _____

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COST PROPOSAL FORM

(Submit Original and One Duplicate Copy)

TO: Anne Arundel County Public Library
Library Headquarters
5 Harry S Truman Pkwy
Annapolis, Maryland 21401
Attn: Finance Department

SECTION ONE - PRICING AND PAYMENT

In accordance with your Announcement and Request For Proposals dated December 1, 2021, and your General Information and Notice to Offerors bearing the same date, _____ wishes to quote the following firm, fixed, lump

(Name of Offeror)

sum price to complete the Scope of Work:

_____ Dollars and _____ Cents (\$____,_____.____).

Terms of Payment: _____

SECTION TWO – RATES FOR ADDITIONAL PROFESSIONAL SERVICES

Job Title: _____

Rate per Hour: _____ Dollars and _____ Cents (\$____,_____.____)

Job Title: _____

Rate per Hour: _____ Dollars and _____ Cents (\$____,_____.____)

Job Title: _____

Rate per Hour: _____ Dollars and _____ Cents (\$____,_____.____)

SECTION THREE – CERTIFICATION

The Offeror certifies that this Cost Proposal Form has been duly authorized and approved by all required organizational action of the Offeror.

The person executing this Cost Proposal Form on behalf of the Offeror certifies that he or she has the legal and organizational authority to do so.

It is further agreed that the necessary Agreement will be executed within ten (10) calendar days after our receipt of your written advice of the acceptance of our Proposal.

**Anne Arundel County Public Library
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Equity Audit**

Name of Offeror: _____

Name of Agent: _____

Title of Agent: _____

(See Section 1.25 – Signatures Required for Legal Entities)

Signature of Agent: _____

**Anne Arundel County Public Library
Request For Proposals No. 22-01
Equity Audit**

SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT, made this _____ day of _____, 2018, by and between The Public Library Association of Annapolis and Anne Arundel County, Inc. (the “Library”), and _____ (the “Contractor”).

WHEREAS, the Library issued Request For Proposal No.18-xxx, entitled “_____”, a copy of which is attached hereto as Attachment A and is incorporated herein and made a part hereof;

WHEREAS, copies of the Contractor’s Proposal Form are attached hereto as Attachment B;

WHEREAS, having completed the Procurement process in accordance with Attachment A and the Library’s Purchasing Policy, the Library is awarding the resulting contract to the Contractor; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Contractor and the Library agree as follows:

1. The Contractor shall perform services described and outlined in Attachments A and B to this Agreement, which are incorporated herein and are made a part hereof (the “Work”).
2. The Library and the Contractor shall have all rights and obligations set forth in Attachments A and B. If any term of this Agreement conflicts with any term of Attachments A or B to this Agreement, then the term of this Agreement shall control. If any term of Attachment A to this Agreement conflicts with any term of Attachment B to this Agreement, then the term of Attachment A shall control.
3. The Library shall pay the Contractor in accordance with the fee schedule set forth in Attachment A to this Agreement. Services under this Agreement shall be performed pursuant to Purchase Orders issued by the Library.
4. If the term of this Agreement extends beyond the Library’s current fiscal year, this Agreement is conditioned upon and subject to appropriation and availability of funds for that part of the term of this Agreement that extends beyond the Library’s current fiscal year.
5. The Contractor certifies that this Agreement has been duly authorized and approved by all required organizational action of the Contractor.
6. The person executing this Agreement on behalf of the Contractor certifies that he

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or she has the legal and organizational authority to do so.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day
and year first above written.

ATTEST:

THE PUBLIC LIBRARY ASSOCIATION OF
ANNAPOLIS AND ANNE ARUNDEL
COUNTY, INC.

(Witness Signature)

By: _____
Charles M. Auld Date (SEAL)
Title: Chief Executive Officer

[CONTRACTOR'S NAME]

(Witness Signature)

By: _____
Title: Date (SEAL)