

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Fire and Security Panel Replacement at Multiple Branches

Issue Date: February 23, 2018

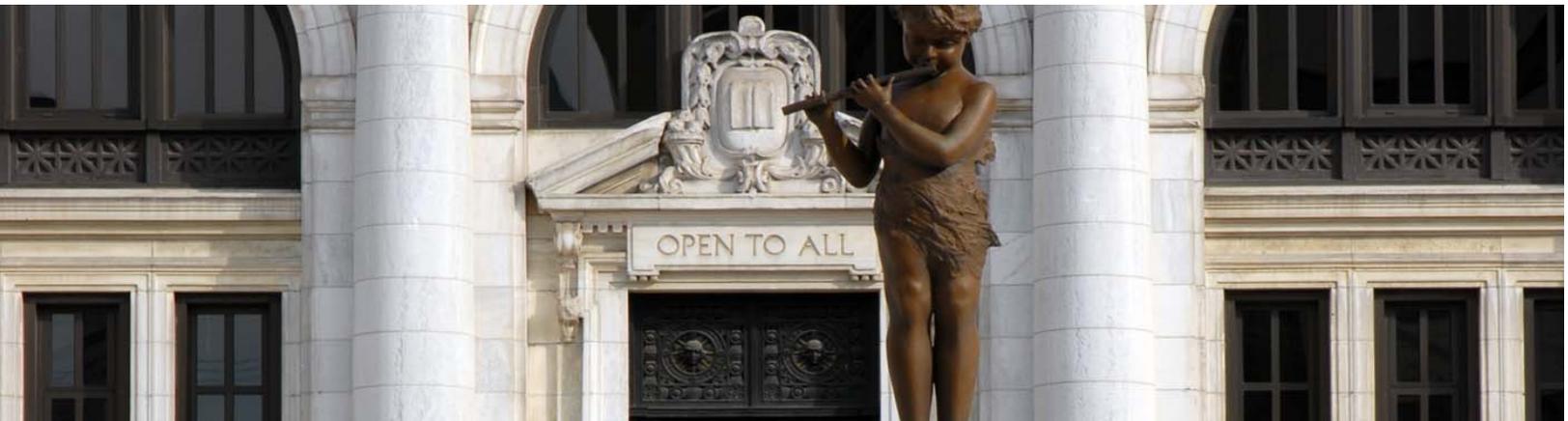
RFP Number: CML #18-009

Issued by

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

Deadline for Submittal

Friday, March 16, 2018
No later than 12:00 NOON EST



Dan Jones, Procurement Buyer
 Procurement Department
 Telephone: (614) 849-1028; FAX: (614) 849-1140
djones@columbuslibrary.org

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Request for Proposal (“RFP”) for *Fire and Security Panel Replacement at Multiple Branches* (“Project”). The RFP Identification Number is: **CML #18-009**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than **12:00 Noon on Friday, March 16, 2018**. Any proposal (“Proposal”) arriving after 12:00 Noon will be considered late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. on **Friday, March 9, 2018** to: procurement@columbuslibrary.org.

The offeror (“Offeror”) declares to have read, understood and affirms, by its signature below, to be bound by all the instructions, terms, conditions and specifications of this RFP and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified goods or services at the prices proposed.

The Offeror certifies, by signature affixed to this “Request for Proposal Cover Sheet”, that the information provided in response to this RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing Proposal (Please print or type)		Title
Offeror Name		
Mailing address		
City	State	ZIP
Telephone		Toll Free Telephone
Contact Person		Fax Number
E-Mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

OVERVIEW

The Columbus Metropolitan Library is seeking competitive sealed proposals ("Proposals") from qualified and experienced providers for the *Fire and Security Panel Replacement at Multiple Branches*. Branches to be included in the Proposal are Whetstone, Reynoldsburg, Gahanna, and New Albany Branches.

GENERAL INSTRUCTIONS

The contractor ("Contractor") shall furnish all labor, materials, equipment services and supervision required to complete the work ("Work"), complying with the specifications outlined herein.

The Offeror shall examine the work site prior to submitting a Proposal. The submission of a Proposal shall be evidence that this requirement has been met. Failure to inspect the site prior to submitting a Proposal does not relieve the Contractor of the responsibility of performing all Work included in the Contract.

All rubbish shall be removed daily and the job site shall be kept clean, neat, and orderly at all times.

All buildings, walks, steps, fences, shrubs, autos, etc. shall be protected. Any damage caused by the Contractor shall be repaired by the Contractor, at no cost to the Library.

Access is to be maintained to the branch during open hours unless otherwise agreed-to in advance. The Contractor is responsible for protecting and providing unobstructed access to the branch.

ADDITIONAL INSTRUCTIONS

Proposals must include **all** branches in order to be considered.

If an Offeror wishes to partner with another company for the Security or Fire Panel installations, a single Proposal should be submitted for both services and the prime Offeror should list which company will be installing the fire portion and which company will be installing the security portion. (Not mandatory to Proposal.)

SCOPE OF WORK

The Offeror is responsible for all requirements as provided in the attached Project documents.

PRE-PROPOSAL CONFERENCE

The Library will conduct one walkthrough of the branches on 3/2/2018 beginning at 8:30 a.m. All interested Offerors are requested to meet promptly on 3/2/2018 at 08:30 a.m. (3909 N. High St Columbus, Ohio 43214 at the Whetstone Library). Offerors are responsible for providing the correct number of devices that need replaced. The walkthroughs should take no more than 45 minutes per branch with 20 to 25 minutes travel time between branches.

Order of review: Whetstone, Reynoldsburg, Gahanna, and New Albany

DIVERSITY

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix C, *Offeror's Diversity & Inclusion Participation Form* to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

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

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

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

PROPOSAL SUBMISSION REQUIREMENTS

The Offeror must address all of the requirements listed in the Request for Proposal. All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #18-009** and title of ***Fire and Security Panel Replacement at Multiple Branches*** clearly marked on the outside, addressed and mailed to the below address.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "**Number CML #18-009 *Fire and Security Panel Replacement at Multiple Branches - Technical Proposal***" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "**Number CML #18-009 *Fire and Security Panel Replacement at Multiple Branches – Cost Proposal***" on the outside of each Cost Proposal package's envelope.

The Proposal package must also include electronic versions of the Technical and Cost Proposals on separate and clearly labeled flash drives. In a separate sealed envelope labeled "**Number CML #18-009 *Fire and Security Panel Replacement at Multiple Branches***", the Proposal package must include an electronic submission of two (2) MS-Windows formatted USB Flash Drives. Please clearly label each flash drive in accordance with its file contents as "**CML #18-009 Technical Proposal**" or "**CML #18-009 Cost Proposal**".

IMPORTANT: Technical Proposals must not contain cost or pricing information. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) hardcopies for a total of five (5) Technical and five (5) Cost Proposals in its package, plus electronic versions of each, to the following:

Columbus Metropolitan Library
Attn: Dan Jones, Procurement Buyer
96 South Grant Avenue
Columbus, OH 43215

Proposals may also be delivered in person to the First Floor Main Circulation Desk at the Columbus Metropolitan Library located at 96 South Grant Avenue, Columbus, Ohio 43215.

Proposals will be accepted until the time indicated in the RFP. The Library is not responsible for any late mail or late special service deliveries.

Complete Proposal packages are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed sections:

1. Cover Letter

A cover letter, on the Offeror'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 Offeror legally to the extent of work and financial obligation outlined in its Proposal.
- B. A statement that the Proposal will be valid for 60 days.
- C. Identification of all the material enclosures submitted in response to this RFP.
- D. A summary of the submitted Proposal and a brief statement of the Offeror's qualifications to meet all requirements as described in this RFP. This information shall include:
 - I. The names of the individuals involved in the preparation of the Proposal and their relationships to the Offeror.
 - II. The name, address and telephone number of the individual to whom inquiries relating to the Proposal shall be directed.
- E. A statement that the Offeror agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Offeror understands all requirements of the RFP.

2. Project Overview ("Work Plan")

The Work Plan should include a detailed description as to how the Offeror will deliver on every aspect of the Project.

3. Offeror's Qualifications

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

- A. A Statement of Affirmation as to Offeror's ability to perform the Work.
- B. Offerors must have completed similar projects inside of Franklin County in the past 12 months.

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

The Staffing Plan will outline who will do the Work, including subcontractors.

Include the number of employees employed by the Offeror's company.

5. Response to Scope of Services Requirements

A statement as to how the services will be provided.

6. Completed Cost Proposal

See Appendix B.

7. Completed Offeror’s Diversity & Inclusion Participation Form

See Appendix C.

ADDITIONAL INFORMATION

1. Addenda to this RFP will be posted on the Columbus Metropolitan Library Web-site: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the RFP opening. Offerors are responsible for any information provided in any and all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library’s purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. One PO per CML Location will be issued for both the fire and security system replacements. CML will issue payment for the necessary parts needed to complete this project once all items have been received and inspected. Final payment will be made per location, once the project punch list is 100% completed.
4. Times referenced herein are Columbus, Ohio local time.
5. Submission of a Proposal in response to this RFP is the Offeror’s acknowledgement that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Offeror determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

RFP & PROPOSAL QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. on Friday, March 9, 2018**.

Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business. Answers will be posted **no later than 5:00 p.m. on Friday, March 16, 2018**.

PROJECTED TIMELINE

The projected timeline for this RFP process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	February 23, 2018
Pre-Proposal Conference	March 2, 2018 (8:30 AM)
Inquiry Period Ends	March 9, 2018 (5:00 PM)
Final Response to Vendor Questions	March 12, 2018 (5:00 PM)
Due Date	March 16, 2018 by 12:00 p.m. (Noon)

Selection of Successful Offeror	TBA
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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

SUMMARY OF WORK

Fire Panel and Devices

Offeror shall review current Fire and Security systems and propose replacement solutions, as necessary, for each branch that meets the most recent fire code utilizing CML’s standard fire alarm panel manufactured by Notifier.

Contractor shall provide a new Notifier fire panel (NFS-320, Black – 120 VAC, with universal digital alarm communicator), or equivalent. All existing devices to be changed out and additional devices added shall meet current code. Offeror pricing should include 100% of all devices at every building.

Contractor shall remove all old devices and return wall finish conditions to a finished state. (Walls patched and painted, ceiling tiles replaced.) This finish work can be subcontracted, but must be included in the contractor pricing.

Contractor must install any duct detector devices inside the building envelope to prevent freezing.

Contractor must repair any damaged phone lines and provide two lines to the new fire alarm panel (IP connection is allowed for one line if CML IT Department approves method.)

Any work that would disturb CML staff or Library patrons must be completed outside of the Library’s business hours and the cost for afterhours work must be included in the total not-to-exceed Cost Proposal.

AutoCAD plans to be drawn up by the Contractor and are to be used with the City of Columbus when requesting a permit from the City of Columbus. AutoCAD plans will become the property of CML at the end of the project.

All city permitting (both fire and building), inspections, installation, programming, commissioning, submittals, design and wall repair / finish work to be completed by awarded Contractor. This is a full “turnkey” Project.

Awarded Contractor will provide no less than one (1) year warranty on all items installed during this project. Warranty must cover both parts and labor.

Contractor shall provide a proposed schedule of the key event dates, such as parts received by, and first branch installation date, with a total project completion within 120 days from the award date.

A complete branch device list to include all panels, horns, strobes, smokes, and duct detectors to be created by the Contractor and emailed to CML Operations Manager (rdrake@columbuslibrary.org) once job is completed.

Security Panel

Provide new security panels, keypads, communicators and all necessary devices. Include one (1) setup for the public conference room and one (1) setup for the rest of the building. Locations of

keypads cannot change without CML approval. Contractors are responsible for reviewing the quantity of sensors that need to be replaced.

Security components are to include:

DSC Main Control (HS2128).

DSC keypads HS2LCDRF9 (All existing must be replaced with new.).

DSC communicator TL2803G (Wired and wireless options.) Data communicator with dedicated phone line or network via IP address.

Kantech EK-1M

DSC Glass Break Detector (PG9922) or better.

Any loop input, or integration modules.

Use of existing Kantech controls or (KT-300) is permitted; however, the unit must have, at least, one (1) expansion Kit (EK-1M). Note that some branches will require multiple expansion kits to work with the current KT-300.

Security devices can be hard wired via a (Home Run Wire) or if current wiring does not allow for this, the awarded Contractor can install new wireless devices. (Note: list of approved wireless devices is located in Attachment A).

An updated point schedule listing all devices both hard wired and wireless must be provided to the CML Security Department and CML's monitoring company Stanley Security. CML Security will provide contact information.

The awarded Contractor shall coordinate with CML's current security and fire monitoring service to ensure seamless monitoring transitions during hardware change out.

Testing and verification of the security and fire alarm system is to be completed by the awarded Contractor. Any smoke testing must be completed after hours, and within enough time for the smell of the smoke to clear prior to 8:00 a.m.

Alternate pricing is being requested to install the new Kantech KT-400 controller instead of keeping the KT-300. Wired and new wireless devices are allowed with this alternate price.

Any work that would disturb CML staff or Library patrons must be completed outside of the Library business hours and the cost for afterhours work must be included in the total not-to-exceed Cost Proposal.

Contractor shall remove all old devices and return wall finish conditions to a finished state. (Walls patched and painted, ceiling tiles replaced.) This finish work can be subcontracted, but must be included in the contractor pricing.

A separate link is posted on our website <http://www.columbuslibrary.org/about/doing-business> for cut sheets and additional details regarding the ordering of the panels. (See Appendix A.)

All city permitting (both fire and building), inspections, installation, programming, commissioning, submittals, design and wall repair / finish work to be completed by awarded Contractor. This is a full "turnkey" Project.

Commissioning and testing of newly installed fire and security panels must be completed prior to 9:00 a.m. Monday – Friday.

Training to be provided to CML Maintenance, once the new systems are completely functional. All training must be completed prior to 9:00 a.m Monday – Friday.

Awarded Contractor will provide no less than one year warranty on all items installed during this project. Warranty must cover both parts and labor.

Contractor shall provide a proposed schedule of the key event dates, such as parts received by, and first branch installation date, with a total project completion within 120 days from the award date.

A complete branch device list to include all panels to be created by the Contractor and emailed to CML Operations Manager (rdrake@columbuslibrary.org) once job is completed.

Selection Process

The Library’s evaluation team, will review all Proposals and evaluate responses to the RFP.

TABLE 1 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	500 Points
Proposal Cost	125 Points
Total	625 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

CML will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror’s Total Technical Score in Table 2. Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

Evaluation Criteria

The Offeror’s Proposal must be complete in its content such that it addresses, in detail, how it meets all requirements of the RFP.

Criteria that will be considered, during the technical proposal evaluation, include; however, shall not be limited to, the following:

1. Quality and comprehensiveness of the Proposal:
 - a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements.
 - b. Qualifications and ability to perform.
 - c. Responsiveness and adherence to RFP instructions.
2. Quality of the proposed solution.
3. Stability and viability of the product and Offeror.
4. Offeror’s experience on projects of similar scope.
5. Input from reference contacts.

Refer to Table 2 for specific criteria and respective weights.

Evaluation and Selection

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

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

Evaluation of Technical Proposal

TABLE 2 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Ext’d</u>
1. Quality and comprehensiveness of the Proposal: <ol style="list-style-type: none">a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements.b. Qualifications and ability to perform.c. Responsiveness and adherence to RFP instructions.	30		

2. Quality of the proposed solution includes, but is not limited to, the following: a. Comprehensive Work Plan per the RFP. b. Offeror's Staffing Plan. c. Demonstrated ability of Offeror to meet requirements.	40		
4. Offeror's experience on projects of similar scope.	20		
5. Input from reference contacts.	10		
Total Technical Score:			

The weighted points will be multiplied times the numbers of Criteria's listed above for a maximum total of 500 points (5 points X 100) for the Technical Score.

Evaluation of Cost Proposal

CML will rank costs on a relative bases for a maximum total of 125 points for the Cost Score.

COST PROPOSAL POINTS. CML will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table (Table 1). "Cost" = **Total Not-to-Exceed Cost** identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion

TABLE 3 - COST PROPOSAL

<u>Item Description</u>	<u>Cost / Branch (\$)</u>
<p><u>COST PROPOSAL:</u></p> <p>Offerors must provide an itemized listing of all proposed items by Branch, broken out to show component prices and labor rates with extended cost totals.</p>	Refer to Attachment B.

The following formula will be used to determine the final score of the proposal:

Total Points = Technical Proposal + Cost Proposal = _____ pts.

The maximum possible score is 625 points.

Contract Award

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

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

Columbus Metropolitan Library

Procurement Department

Standard Contract Terms and Conditions

Contract Components. Entirety. Changes Interpretation

Contract Components: This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract").

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a SOW submitted to CML in response to a request (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML).

Contract Changes: Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Contract Orders: CML will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to accountspayable@columbuslibrary.org. The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Contractor noting the areas of discrepancy.

Payment: In consideration for the Contractor's performance, CML will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Payment Due Date: CML will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted, unless otherwise indicated herein.

Taxes: Columbus Metropolitan Library is exempt for all federal, state and local taxes as CML is a political subdivision of the State of Ohio.

Term of Contract: This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

Contract Renewal: This contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

Delivery

F.O. B. The Place of Destination: The Contractor must provide the supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

Time of Delivery: If the Contractor is not able to deliver the supplies or services on the date and time specified by CML ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, CML may obtain any remedy provided below or any other remedy at law.

Minimum Orders-Transportation Charges: For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing CML the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse CML shall be considered a default.

Contract Cancellation: Termination: Remedies

Contract Cancellation: If a Contractor fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of

default to Contractor, CML has not waived any of its rights or remedies concerning the default.

- C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

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

Remedies for Default:

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

Force Majeure: If CML or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

CML Consent to Assign or Delegate: The Contractor may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

Indemnification: Contractor will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

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

Contractor must assume that all CML information, documents, data, records or other material is confidential.

Publicity: Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Workers Compensation: The Contractor shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Contractor. Any Contractor, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

Commercial General Liability: Insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the

Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

Contract Compliance: The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction, the department/branch will notify the Procurement Department in order to resolve the issues. These terms and conditions will be used by the Procurement Department to resolve the issues.

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

ADDITIONAL TERMS:

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. All times referenced herein are Columbus, Ohio local times.
3. *CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at
7. <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or email: procurement@columbuslibrary.org.

Appendix A
Additional Documents

Fire and Security Panel Replacement
RFP Number: CML #18-009

Appendix A can be found as a separate link located under the link to this RFP on the CML *Doing Business with the Library* Webpage. These documents include:

1. Zone List for:
 - a. Whetstone
 - b. Reynoldsburg
 - c. Gahanna
 - d. New Albany

2. Gahanna Power Plan

3. Specifications for:
 - a. Various DSC Devices
 - b. NFS-320

**Appendix B
Cost Proposal**

**Fire and Security Panel Replacement
RFP Number: CML #18-009**

Cost Proposal sheet is located in a separate Excel file under the RFP link at the CML website.

Appendix C

**Fire and Security Panel Replacement
RFP Number: CML #18-009**

Offeror's Diversity & Inclusion Participation Form

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

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

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Offeror will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	TOTAL PROPOSAL	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

The Offeror's commitment of total workforce hours for Minority Workforce participation on the project is: _____%.

The Offeror's commitment of total workforce hours for Women Workforce participation on the project is: _____%.

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

By: _____ Date: _____

Print Name and Title: _____

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