

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Bulk Furniture Purchase Phase 2

Issue Date: November 3, 2017

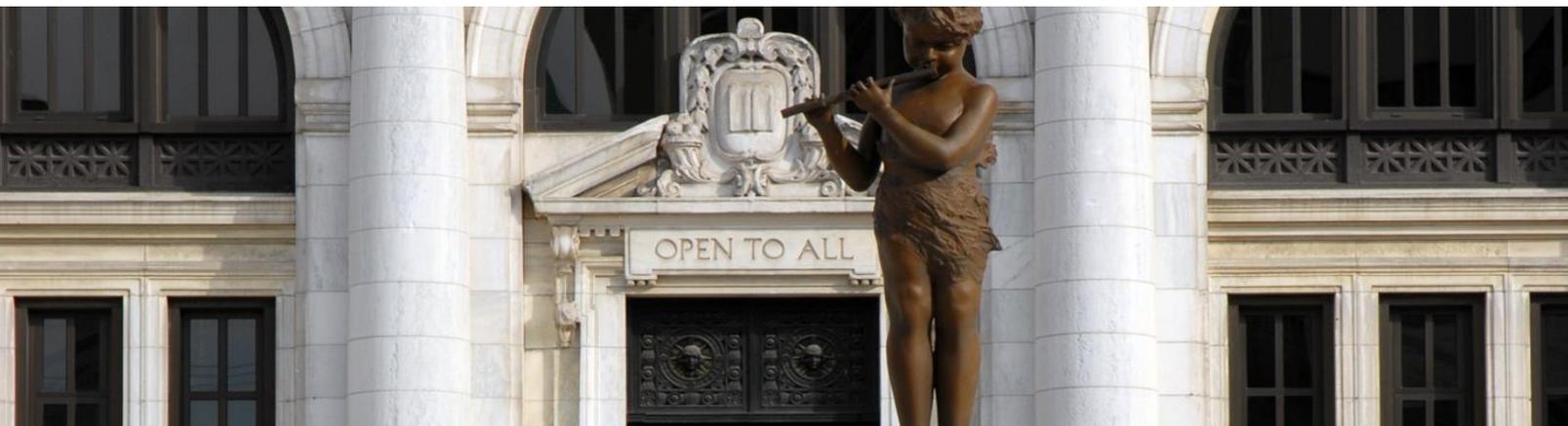
ITB Number: CML # 17-026

Issued by:

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

Deadline for Submittal:

November 21, 2017
No later than 12:00 Noon



Wanda Dixon, Procurement Analyst
 Procurement Department
 Telephone: (614) 849-1034; FAX: (614) 849-1134
wdixon@columbuslibrary.org

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for *Bulk Furniture Purchase Phase 2*. The ITB Identification Number is CML 17-026.

Bids must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Tuesday, November 21, 2017**. Any bid (“Bid”) arriving after 12:00 Noon will be marked 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 Monday, November 14, 2017 to procurement@columbuslibrary.org.

The bidder (“Bidder”) declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this ITB and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

The Bidder certifies, by signature affixed to this Invitation to Bid Cover Sheet, that the information provided by it in response to the ITB, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing the Bid	(Please print or type)	Title
Bidder 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 BID.

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

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

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Bid submitted to CML in response to an ITB (referred to as the "Supplier" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

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

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

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

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

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

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

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to Accounts Payable, Finance Department via the following e-mail address: 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 Supplier noting the areas of discrepancy.

Payment: In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

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

Taxes: Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

Term of Contract: This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless cancelled in accordance with the Terms found herein.

Contract Renewal: This Contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

Delivery

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

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

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

- A. **Contract Performance is Substantially Endangered:** If the Supplier's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

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

Remedies for Default:

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

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

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

Indemnification: Supplier will indemnify CML, its employees, members of the Board of Trustees, and 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 Supplier's performance under this Contract, including the performance by Supplier's employees and agents and any individual or entity for which the Supplier is responsible.

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

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

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

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

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Manager of Purchasing. Failure of the Supplier to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Supplier. Any Supplier, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile

Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

Commercial General Liability: The Supplier shall maintain insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Supplier uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Supplier's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division reserves the right to approve all policy deductibles and levels of self-insurance retention.

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

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

ADDITIONAL TERMS:

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

DOCUMENT 002113 - INSTRUCTIONS TO BIDDERS

Columbus Metropolitan Library "CML" is currently taking bids for Furniture at the Libraries of the Columbus Metropolitan Library System listed below. The Dublin, Hilliard and MLK branches are currently under construction for which the new furniture is intended. The other branches are open for business and are not dependent on construction completion for deliveries.

<u>Library</u>	<u>Architect</u>	<u>Location</u>
<u>Currently under construction/renovation</u>		
Hilliard	Design Group	4500 Hickory Chase Way Hilliard, OH 43026
Martin Luther King	Moody/Nolan	1467 E Long St, Columbus, OH 43203
Dublin	NBBJ	75 N High St, Dublin, OH 43017
<u>Additional branches with furniture included within this request</u>		
Franklinton	NA	1061 W. Town St., Columbus, OH 43222
Gahanna	NA	310 Granville Street, Columbus, OH 43230
Hilltop	NA	511 S. Hague Ave., Columbus, OH 43204
Karl Road	NA	5590 Karl Road, Columbus, OH 43229
Linden	NA	2223 Cleveland Avenue, Columbus OH 43211
Livingston	NA	3434 E. Livingston Avenue, Columbus OH 43227
Main	NA	96 S. Grant Ave., Columbus, OH 43215
Marion Franklin	NA	2740 Lockbourne Rd., Columbus, OH 43207
New Albany	NA	200 Market Street, New Albany, OH 43054
South High	NA	3540 S. High Street, Columbus, OH 43207
Southeast	NA	3980 S. Hamilton Road, Groveport, OH 43125
Whetstone	NA	3909 N. High Street, Columbus, OH 43214
Whitehall	NA	4445 E. Broad Street, Columbus, OH 43213

Drawings and **specifications are included for all buildings. Reference the schedule information included in the documents for delivery dates. Bidders are strongly** encouraged to ask questions during the bidding process.

We are currently taking bids for the following packages.

FURNITURE (Material and Labor Contract with CML)

Provide labor, material, discounts, hoisting, carts, unpacking, refuge removal, etc. for a complete delivery/placement at the designated Library Branch. CML understands that not all subcontractors can supply all of the products listed. Bidders are allowed to choose the products they would like to bid on.

Proposals shall be in accordance with The "Scope of Work" as further described in the project manual.

All proposals shall be in accordance with the plans, specifications, and subsequent addenda and any subsequent Information Letters issued by CML. Proposals shall acknowledge receipt of all such Addenda and Information Letters.

BID DATE	November 22, 2017 at 12:00 pm Eastern Standard Time.
PREBID MEETING	November 9, 2017 at 2:00 pm Eastern Standard Time. The prebid meeting will be located at Turners Office located at 262 Hanover Street, Columbus, OH 43215
EXISTING CONDITIONS:	A visit to existing sites will be available upon request.

BID DOCUMENTS:	The Documents may be reviewed electronically at CML's web site: http://www.columbuslibrary.org/about/doing-business
SUBSTITUTIONS:	Reference the Instructions to Bidders, Substitutions: The documents include a specific manufacturer and model as a basis of design for each piece of furniture. Substitute manufacturers and models must be formally proposed on the substitution request form by 11/14/17. All substitution request will be reviewed and either rejected or approved. Decisions will be published in an addendum.
BONDS:	Proposals shall NOT include costs to provide Performance and Payment Bond.
SCHEDULE:	A schedule for all libraries is included within the bid documents.
QUESTIONS:	Any requests for additional information shall be directed to Dave Brown. Bidders requiring clarification or interpretation of the documents shall make a written request by emailing dbrown@tcco.com by 11/14/17. Any changes will be issued by Information Letter.
TAXES:	State of Ohio Sales Tax is NOT applicable to this project. Include all other applicable taxes.
INSURANCE:	The included contract form indicates the required insurances and their limits.
CONTRACT:	The successful Bidder will be required to enter into an Agreement with the Columbus Metropolitan Library on their standard contract, which is included.
MWBE PARTICIPATION:	Emphasis on involving MWBE companies is being strongly encouraged. Submit Attachment A Diversity and Inclusion Participation Form with Bid.

Bids shall be hand delivered in a sealed envelope and emailed to:

Columbus Metropolitan Library
Attention: Wanda Dixon
96 South Grant Street
Columbus, OH 43215
Email: WDIXON@columbuslibrary.org

Please courtesy copy: dbrown@tcco.com on the email with the bids.

Emailed bids should include the live version of the excel bid form with all of the relevant information filled in.

All proposals shall be valid for acceptance for a period of ninety (90) calendar days. We reserve the right to reject any or all bids, waive any regularities, or award the work to other than the low bidder.