



**COLUMBUS METROPOLITAN LIBRARY**

# Invitation to Bid

**Cargo Van for the Columbus Metropolitan Library**

**Issue Date: 02/01/2023**

**ITB Number: CML #23-003**

**Issued by:**

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

**Deadline for Submittal:**

02/15/2023  
No later than 12:00 NOON EST



## INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) ***Cargo Van for the Columbus Metropolitan Library***. The ITB Identification Number is CML # 23-003.

Bids must be received by the Columbus Metropolitan Library via email **no later than 12:00 Noon on 02/15/2023** to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org). 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. seven (7) days prior to the bid due date to [procurement@columbuslibrary.org](mailto: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 goods and/or 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		
Contact Person		
E-mail address		
Authorized Signature (Original signature only)		

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.**

## **OVERVIEW**

The Columbus Metropolitan Library is seeking Bids from qualified Bidders for *either a Ford Transit 350 or Ram ProMaster 2500 Cargo Van*. Bids shall include all necessary materials, delivery and labor, and all necessary equipment to stage and complete the work (“Work”).

It is the Library’s intention to obtain materials and services, as specified in the ITB, from a Contract between the successful Bidder and CML.

Bidders, either directly or through their subcontractor(s), must be able to provide all products/services and meet all of the requirements contained in this solicitation, and the successful Bidder (the “Contractor”) shall remain responsible for Contract performance, regardless of subcontractor participation in the Work.

**ALL INQUIRIES SHALL BE SUBMITTED IN WRITING TO CML.**

## **GENERAL INSTRUCTIONS**

The Contractor shall furnish all labor, materials, equipment services, and supervision required to complete the Work, complying with the specifications outlined within the bidding documents and attachments to the bidding documents.

The Bidder shall review all bid attachments prior to submitting a Bid. The submission of a Bid shall be evidence that this requirement has been met. Failure to properly review all documentation prior to bidding does not relieve the Contractor of the responsibility of performing all Work included in the Contract.

The Contractor shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions where services are being provided. Applicable safety regulations in applicable jurisdictions shall be followed at all times.

## **PRE-BID CONFERENCE**

CML will not be holding a pre-bid conference for this Invitation to Bid.

## **SCOPE OF WORK**

### I. Introduction

- A. The Columbus Metropolitan Library (CML) seeks the services of a qualified Contractor to source, fabricate, prepare and deliver either a Ford Transit 350 or Ram ProMaster 2500 Cargo van as outlined in the specifications in Appendix B.

### II. Definitions

- A. "Agreement" means this Agreement, including any additional documentation, modifications, or other supporting documentation.
- B. "CFO" means Chief Financial Officer of the Columbus Metropolitan Library.
- C. "Contractor" means the party providing the Services pursuant to this Agreement.
- D. "CML" or "The Library" means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.
- E. "CML Authorized Representative" means the CML Director of Property Management or Designee.
- F. "CML Facility" means any CML branch, distribution center, or other location owned, leased, or operated by CML.
- G. "Services" means the Services being provided pursuant to this Agreement.

### III. Scope of Services

- A. The Contractor shall submit for consideration, a cargo van that meets the minimum requirements outlined in Appendix B of this Scope of Services. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Bidders are required to cite such requirements are applicable. Once awarded, Contractor is required to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
- B. At the time of the bid submission, the Contractor shall provide a detailed specification sheet outlining the performance specifications, interior specifications, exterior specifications, and related information.
- C. The Contractor shall provide all trim options for the vehicle, including Electric and Fuel options available.
- D. Unless ordered with an extended warranty, the manufacturer's standard warranty shall be included in the purchase price. A copy of the warranty to be delivered with the vehicle(s) purchased. The vehicle purchase will be considered incomplete until the warranty is delivered. Bids must include costs for an optional extended five (5) year bumper-to-bumper warranty.
- E. The vehicle shall be delivered to a designated CML location in Franklin County Ohio at no additional charge.
- F. CML will accept a new vehicle that is off the lot or will need to be manufactured.
- G. CML will review all options and group all responses by the manufacturer. The manufacturer option that best conforms to the minimum requirements of Appendix B will be selected. Among the firms that provide a response for that manufacturer, CML will select the vendor with the lowest price for the model selected.

- H. Contractors are permitted to submit multiple vehicle(s) and trim packages for consideration. Each response will be evaluated relative to other responses for the same product.
- I. All prices submitted shall remain fixed for ninety (90) days from the bid submission date.
- J. CML shall issue a purchase order for the vehicles at the time of the placement of an order and will pay the contractor the total bid price, plus applicable authorized options, via check or electronic funds transfer at the time of delivery.

#### IV. General Terms and Conditions

- A. The Contractor shall be responsible for repairing any damage to a CML Facility caused by acts of the Contractor. The Contractor shall immediately notify the CML Authorized Representative of any damage and coordinate any repairs with the CML Authorized Representative within seven (7) days of the incident, without exception.
- B. The Contractor shall follow all site-specific directions offered by the CML Authorized Representative.
- C. Outside of the posted hours of operation of each CML facility, the only people permitted inside CML facilities are CML employees designated by the CML Authorized Representative and the Contractor. Under no circumstances can the Contractor permit access to any other person, other than people specifically designated by the CML Authorized Representative.
- D. Smoking is not permitted in any CML facilities, loading docks, or parking garages.
- E. In the event the Contractor takes an action that causes police, fire, or emergency response or a response from the CML fire and/or intrusion monitoring contractor, the Contractor shall be responsible for any fees, costs, fines, or penalties associated with said response. Any fees, costs, fines, or penalties will be deducted from the Contractor's monthly invoice. CML reserves the exclusive right to waive this fee.
- F. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.
- G. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide deliverables and services have caused or are likely to cause impairment to the operation CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by CML in this regard shall be final and shall not be arbitrary or capricious.

#### V. Contractor Qualifications

- A. At the time of the bid submission, the Contractor shall be an authorized original dealer of Ford or Dogde Vehicles and shall be currently providing vehicles for purchase.

- VI. Quality Control Services
  - A. The Contractor shall have a documented quality control program which shall be subject to inspection by CML.
  - B. The Contractor shall produce results from its Quality Control program to the CML Authorized Representative within forty-eight (48) hours of request.
  
- VII. Liquidated Damages
  - A. If the Contractor fails to commence or complete Services within the time frames set forth in this Agreement, then the Contractor shall be subject to fixed and liquidated damages of one hundred dollars (\$100.00) per calendar day or portion thereof that the Contractor fails to complete the work.
  - B. All charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from CML. In the event there is no money due to the Contractor, then the Contractor shall pay the amount of the charges due to CML within thirty (30) days of such assessment.
  - C. Such liquidated damages shall be subject to the cure procedures set forth in Section IV (G) of this Agreement.
  
- VIII. Compensation
  - A. The Contractor shall submit a fixed price for the vehicle to be considered by CML. All prices shall be fixed and all-inclusive, and shall include, but shall not be limited to, materials, labor, parts, delivery, payroll taxes, insurance, professional fees, Medicare, social security, general and administrative expenses, and contractor profit.
  - B. CML does not guarantee a fixed quantity of work. CML will compensate the Contractor only for services rendered and approved by the CML Authorized Representative.
  - C. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
  
- IX. Term
  - A. The term of this agreement shall commence upon the order of the vehicle and shall conclude upon delivery and acceptance by CML.

## **DIVERSITY**

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

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

## **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal for Work on the Project, the Bidder 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 Bidder 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 Bidder further agrees that neither it nor any subcontractor or any person on its behalf or 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 Bidder 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.

## **BID REQUIREMENTS**

The Bidder is responsible for all information contained in any addenda issued by CML.

All responses to this ITB shall be in the following prescribed format.

## **BID INSTRUCTIONS**

Each Bidder must submit one (1) original Bid, completed and signed in blue ink, via email with ***“ITB CML 23-003 Cargo Van for the Columbus Metropolitan Library”*** in the subject line and the vendors' name in the file attachment(s). The bid submission shall include the following:

### 1. Cover Letter

A cover letter, on the Bidder'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 Bidder legally to the extent of work and financial obligation outlined in its Bid.
- B. A statement that the Bid will be valid for 90 days.
- C. Identification of all the material enclosures submitted in response to this ITB.
- D. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet all requirements as described in this ITB. This information shall include:
  - I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.
  - II. The name, address, and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
  - IV. A Statement that the bidder is in good standing with its manufacturer and is not subject to any sanctions, suspensions, or other administrative actions. If any sanctions, suspensions, or administrative actions are occurring, the Contractor shall disclose them in their cover letter.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understands all requirements of the ITB.

### 2. Project Overview (“Work Plan”)

The Work Plan should include a detailed description as to how the Bidder will deliver on every aspect of the Project, including demonstration of a quality control program.

### 3. Bidder's Qualifications

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

- A. A Statement of Affirmation as to Bidder's ability to perform the Work.
- B. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the bid submission.

### 5. Completed Bid Price Submission Form (Appendix C)

6. Completed Acknowledgement of Addenda Form
7. Invitation to Bid Cover Sheet
8. Attachment A- Bidders Diversity and Inclusion Participation Form

Bids must be received by the Procurement staff via email at [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 PM on 02/15/2023.**

Any bid ("Bid") arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services.

### **EVALUATION CRITERIA**

The Contractor with the lowest bid price on Appendix C- Bid Price Submission form will be awarded the Contract.

### **ADDITIONAL INFORMATION**

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library website: <https://www.columbuslibrary.org/doing-business/> at least five (5) business days prior to the ITB opening. Bidders 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 the terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Bid in response to this ITB is the Bidder's acknowledgment that subjective criteria may be used in the evaluation of Bids. The award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library.

### **ITB & BID QUESTIONS**

Any questions regarding this ITB must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and reference the ITB Identification Number and title of the ITB no later than 5:00 pm, seven (7) days prior to the bid due date.

Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Web site at <https://www.columbuslibrary.org/doing-business/>. The Library will make every attempt to respond to questions in a timely manner. All questions received prior to seven (7) days of the bid due date will be answered in the form of an addendum no later than five (5) days prior to the bid due date.

## **PROJECTED TIMELINE**

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

<b>Activity</b>	<b>Target Completion Date<sup>^</sup></b>
Issuance of ITB Inquiry Period Begins	2/1/2023
Inquiry Period Ends	Seven (7) days prior to the bid due date
Final Response to Vendor Questions	Five (5) days prior to the bid due date
Due Date	2/15/2023
Selection of Successful Bidder*	2/2023

<sup>^</sup> All dates are subject to change.

\*All vehicle purchases must be approved by the Columbus Metropolitan Library's Board of Trustees. The scheduled meeting following the completion of this solicitation period is on February 24, 2023. The earliest formal selection can occur is on February 25, 2023. A purchase order can be issued as soon as that date.

## **BID PRICE SUBMISSION FORM**

See Appendix C.

**CML is a tax-exempt entity.**

## 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](mailto: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 Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

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

**Publicity:** Supplier and any of its subcontractors may not use or refer to this Contract to promote 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 infraction shall be documented and conveyed to the Supplier for immediate correction. If the Supplier fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division to resolve the issues.

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

**Appendix A  
Bidder's Diversity & Inclusion Participation Form**

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

\_\_\_\_\_ ("Bidder") submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Bidder 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.		\$
	<b>A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS</b>	\$
	<b>TOTAL BID</b>	\$
	<b>B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)</b>	%

The bidder's commitment of total workforce hours for Minority Workforce participation on the project is: \_\_\_\_\_%.

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

**Appendix B**  
**Ford Transit 350 HD Cargo Van Extended Length High Roof**  
**Ram ProMaster 2500 Cargo Van High Roof 159" WB**

Lobby Stop Vehicle

**Basis of Design Models:**

- Ford Transit 350 HD Cargo Van Extended Length High Roof
- Ram ProMaster 2500 Cargo High Roof 159" WB

**Specifications**

Line #	Standard Specification Items	Requirement	Equivalent Offer
<b>Fuel System</b>			
1.	Electric Vehicle	Alternate 1	
2.	Gasoline	Alternate 2	
<b>Dimensions</b>			
3.	Style	Cargo Van	
4.	Wheelbase (in.)	Min 147"	
5.	Overall Length (in.)	Extended Length, Min 235"	
6.	Overall Height (in.)	High Roof, Min 102"	
7.	Cargo Height (in.)	Min 72"	
<b>Drivetrain</b>			
8.	Transmission	Automatic	
9.	Power Steering	Required	
10.	Drive Type	Manufacture Standard	
11.	Cooling System	Heaviest Duty Available	
12.	Brakes	4 wheel power antilock	
<b>Exterior</b>			
13.	Side Cargo Door	Power sliding passenger side	
14.	Rear Doors	50/50 hinged, 260 degree opening, with windows	
15.	Body Trim	Manufacture Standard	
16.	Wheels	Manufacture Standard	
17.	Tires	Manufacture Standard	
18.	Spare Tire	Required	
19.	Color	White	
<b>Seating</b>			
20.	Seating Capacity	Two(2)	
21.	Front Seat Type	Bucket Seats	
22.	Seat Covering	Dark Gray/Black Vinyl	
23.	Restraint System	Driver and Passenger	
24.	Air Bag System	Driver and Passenger	
25.	Floor Covering	Vinyl	
<b>Accessories</b>			
26.	Air Conditioning	Required	
27.	Radio	Standard AM/FM	
28.	Power Windows	Required	
29.	Power Locks	Required	
30.	Charging ports	USB	

31.	Windshield Wipers	Intermittent, headlamp activated	
32.	Headlamps	High Intensity Discharge (HID)	
33.	Running Boards	Required	
34.	Exterior Mirrors	Long arm, power adjusting, manual fold	
<b>Safety</b>			
35.	Forward Collision Warning	Required	
36.	Pre-Collision Assist with Automatic Emergency Braking	Required	
37.	Lane-Keeping System	Required	
37.	Blind Spot Assist	Required	
39.	Side Sensing System	Required	
40.	Enhanced Active Park Assist	Required	
41.	Rear View Camera	Required	
42.	Back-Up Alarm	Required	
<b>Warranty</b>			
43.	Rust Proofing	Min. Factory Warranty	
44.	Manufacture Standard	Min 3 yr./36,000 mile	
<b>Additional Equipment</b>			
45.	Key - 2 Additional (4 total) with Key Fobs		

## Appendix C – Price Proposal Form

The Contractor shall fill out the price proposal form in its entirety. Failure to do so may result in a determination of non-responsiveness and the Contractor's bid will not be accepted. Supplemental itemized dealer documentation may be submitted for additional consideration, however, the total bid price included on this form shall be binding.

**DELIVERY:** \_\_\_\_\_ Days A.R.O.

**INDICATE CITY/STATE OF MANUFACTURER:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_ **MFG:** \_\_\_\_\_

**Alternate 1: Electric Fuel System**

**MODEL:** \_\_\_\_\_ **MODEL NUMBER:** \_\_\_\_\_

**VEHICLE MODEL YEAR** \_\_\_\_\_

**TOTAL BID PRICE OF BASE UNIT (without options):** \_\_\_\_\_

**Alternate 2: Gasoline Fuel System**

**MODEL:** \_\_\_\_\_ **MODEL NUMBER:** \_\_\_\_\_

**VEHICLE MODEL YEAR** \_\_\_\_\_

**TOTAL BID PRICE OF BASE UNIT (without options):** \_\_\_\_\_

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Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$0.\_\_\_\_\_. The maximum delivery charge the Library will pay is \$.60 or less per mile. The round trip map mileage figure will be multiplied by an estimated figure of 300 miles and added to the base cost of the vehicle for bid evaluation purposes only. If there is no delivery charge per mile round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge (Not to exceed \$50.00) will be used for evaluation purposes. Minimum Delivery Charge (Not to Exceed \$50.00): \_\_\_\_\_

**CONTRACTOR'S**

**ORDER NUMBER:**

\_\_\_\_\_  
\_\_\_\_\_

**OPTIONS:**

30 Day Tag  
Additional Set of Keys (4 Total)

**UNIT COST:**

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

**Appendix D  
Acknowledgment of Addenda**

Project Description: Cargo Van for the Columbus Metropolitan Library

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 2, dated: \_\_\_/\_\_\_/\_\_\_

Addendum # 3, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 4, dated: \_\_\_/\_\_\_/\_\_\_

Addendum # 5, dated: \_\_\_/\_\_\_/\_\_\_      Addendum # 6, dated: \_\_\_/\_\_\_/\_\_\_

Part II: Check Box if Applicable:  NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_