

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

MERV Filters for CML HVAC Equipment

ITB 20-013 - **RESOLICITATION**

Issue Date: 11/10/2020

Issued by:

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

Deadline for Submittal:

11/24/20120

No later than 12:00 NOON EST

Submissions due to : procurement@columbuslibrary.org



Dan Jones
Procurement Department
Telephone: (614) 849-1028
djones@columbuslibrary.org

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) for **MERV Filters for CML HVAC Equipment (ITB 20-013)**.

Bids must be received at the Columbus Metropolitan Library, via email at procurement@columbuslibrary.org **no later than 12:00 Noon on 11/24/2020**. 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 as soon as possible 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 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	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.

OVERVIEW

The Columbus Metropolitan Library is seeking Bids from qualified Bidders to supply HVAC Filters in varying sizes and thickness for CML HVAC equipment. The project ("Project") includes the sourcing, fabrication, preparation for installation, and shipping to individual CML facilities, as needed and ordered by the CML Authorized Representative. Bids shall include all necessary materials and labor and all necessary equipment to stage and complete the work ("Work").

It is the Library's intention to obtain materials and services from a single vendor. However, CML reserves the right to issue multiple contracts to order the sufficient supply of materials.

Bidders, either directly or through their subcontractor(s), must be able to provide all products / services contracted 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 examine the work sites and bid attachments prior to submitting a Bid. The submission of a Bid shall be evidence that this requirement has been met. Failure to inspect the site 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.

SCOPE OF WORK

I. Introduction

- A. The Columbus Metropolitan Library (CML) seeks the services of a qualified Contractor to supply HVAC filters in varying dimensions and levels of thickness and MERV level for CML HVAC equipment.

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. "Materials" means the Materials being provided pursuant to this Agreement.
- H. "Services" means the Services being provided pursuant to this Agreement.

III. Scope of Services

- A. CML operates twenty three (23) CML Facilities in the Columbus Metropolitan area. These facilities include the Main Library and Branches. These facilities have multiple HVAC systems which that utilize air filters of varying sizes and thicknesses.
- B. In response to the COVID-19 pandemic, CML has re-evaluated its HVAC utilization to ensure that staff and customers are provided with optimal health and safety conditions. As such, CML is exploring the use of MERV 8, 11, and 13 filters in its locations.
- C. Initially, CML will upgrade all locations to MERV 13 filters and measure the operational performance of the HVAC systems and make adjustments to the relative thickness of the filters as needed.
- D. CML will provide orders to the contractor in writing indicating the thickness and quantity of items needed. The Contractor shall acknowledge the receipt of the items within one (1) business day and arrange for shipping of the item no later than ten (10) business days from the date of order. If this time period cannot be met, the Contractor shall notify the CML Authorized Representative in writing and provide a timeframe for delivery. CML reserves the right to place orders with alternate suppliers if the Contractor cannot meet the order volumes and timelines established by CML in this Agreement.
- E. All products shall be shipped directly the location designated by CML in the size and thickness ordered.
- F. All fabrication shall be completed at the Contractor's facility. CML will not provide workspace for the Contractor.

- G. The Contractor may be required to store excess product for future orders in their own locations. CML will make reasonable efforts to order similar products on a regular cadence. As such, the Contractor shall not be due any storage fees for excess product.
- H. The following technical requirements shall be applicable:
 - 1. The filter media shall be bonded to a sturdy water-resistant coated beverage board filter frame to fit industry standard size filter racks.
 - 2. The uniform media surface shall be bonded to the frame in such a manner as to prevent any slumping or collapse of the media or otherwise be permanently displaced at the specified air velocity and final resistance.
 - 3. The air flow direction shall be clearly indicated on both sides of the filter, as well as the overall dimensions and MERV rating.
 - 4. Pleated filter media shall be provided with integral support to assure against structural failure with resulting loss in filter effectiveness and uniform spacing of the pleats.
 - 5. Filter loading to the final air pressure resistance shall not reduce structural stability of the media to the frame or filter frame to the equipment rack resulting in bypass air or blow out of the filter.
 - 6. Fluctuations in filter face velocity or turbulent airflow will have no effect on filter integrity or performance.
 - 7. Frames shall be formed to provide positive support for the media pad and sufficient rigidity for normal use, installation and removal.
 - 8. Filters must be installable in owner's existing frames so as to form a tight fit and prevent bypassing of air in service.
 - 9. The minimum media area per square foot of actual face size, defined by the representative filter in the table, shall apply to filters offered for that representative filter face size, depth and style.
 - 10. The filter shall retain full specified performance, efficiency, structural configuration and strength at all atmospheric relative humidity.
 - 11. The filter shall be listed or classified for compliance with Underwriters' Laboratories Standard UL 900 as to flammability.
- I. Contractors are asked to complete the price sheet included in the solicitation documents indicating the unit price for each size filter in the MERV 8, 11, and 13 thickness.
- J. The total number of filters (see Appendix A, Column D), shall be split into four separate deliveries in January, April, July, and October.

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. 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.
- E. 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 have a minimum of three (3) years of experience in providing the Materials and Services described herein and shall be currently providing these services.
- B. The Contractor shall be able to produce three (3) current references for similar projects upon request.
- C. Experience as an employee, subcontractor, director, or principal of another organization that is not currently submitting a bid will not be accepted to meet the three (3) years of experience.

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. Compensation

- A. CML has provided a formula driven excel workbook seeking the unit pricing for MERV 8, 11, and 13 filters. Contractors are asked to complete and return the workbook without modification.
- B. The Contractor shall submit a fixed unit price for each filter, which shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.

- C. CML does not guarantee a fixed or minimum quantity of work. CML will compensate the Contractor only for services rendered and materials delivered and approved by the CML Authorized Representative.
- D. 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.
- E. All prices shall remain fixed through December 31, 2021.

VIII. Term

- A. The term of this agreement shall be from the date of signature through December 31, 2021.
- B. Upon mutual consent of the parties, this Agreement may be extended up to twenty four (24) months in one (1) month increments.

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 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 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 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 a response electronically to procurement@columbuslibrary.org. It shall include the required documents and provided excel workbook.

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 prices will be valid through December 31, 2021.
- 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.
- 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.

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

- A. The Staffing Plan will outline who will do the Work, including all subcontractors.
- B. The number of employees employed by the Bidder's company.

5. Completed Bid Price Submission Form (Appendix A)

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 **no later than 12:00 PM on 11/24/2020.**

Any bid (“Bid”) arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services. Bids are to be delivered to the following address:

Columbus Metropolitan Library
Attn: Dan Jones
procurement@columbuslibrary.org

EVALUATION CRITERIA

1. Responsive Bids will be evaluated based on the lowest Total Bid Price for **MERV 13 Filters** and the Contractor’s ability to fulfill CML’s order.
2. In the event of a tie, Contractor’s will be invited to submit a best and final offer with the lowest final offer receiving selection for this work provided that they are able to fulfill CML’s order.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Web-site: www.columbuslibrary.org/about/doing-business and will be emailed to vendors, if vendor email addresses are available. 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 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 acknowledgement that subjective criteria may be used in the evaluation of Bids. Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

ITB & BID QUESTIONS

Any questions regarding this ITB must be sent to procurement@columbuslibrary.org and title of the ITB and the ITB # (20-013).

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. The Library will make every attempt to respond to questions in a timely manner.

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 thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	11/10/2020
Due Date	11/24/2020 at 12:00 PM
Selection of Successful Bidder	TBA

BID PRICE SUBMISSION FORM

Instructions:

- A. CML has provided a formula driven excel workbook seeking the unit pricing for MRV 8, 11, and 13 filters. Contractors are asked to complete and return the workbook without modification.
- B. The Contractor shall submit a fixed unit price for each filter, which shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.
- C. CML does not guarantee a fixed or minimum quantity of work. CML will compensate the Contractor only for services rendered and materials delivered and approved by the CML Authorized Representative.
- D. 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.
- E. All prices shall remain fixed through December 31, 2021.

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. 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. Orders to each site should be complete, no partial orders.

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.

**Attachment 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.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	TOTAL BID	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

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.**

Acknowledgement of Addenda

Project Description: MERV HVAC Filters at CML Facilities.

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: _____

Appendix A – Price Proposal Form

The Proposal Price Submission Form has been included in the solicitation email. Please email procurement@columbuslibrary.org with any questions.

Bidders shall submit this form in electronic format using the Excel Format exactly as provided. 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.