

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

HVAC and Mechanical Preventative Maintenance

Issue Date: November 9, 2018

RFP Number: CML #18-018

Issued by

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

Deadline for Submittal

Friday, December 7, 2018
No later than 12:00 NOON EST



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

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Request for Proposal (“RFP”) for *HVAC and Mechanical Preventative Maintenance* (“Project”). The RFP Identification Number is: **CML #18-018**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than **12:00 Noon on Friday, December 7, 2018**. Any proposal (“Proposal”) arriving after 12:00 Noon will be considered late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. on **Friday, November 23, 2018** to: procurement@columbuslibrary.org.

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

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

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

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

OVERVIEW

The Columbus Metropolitan Library is seeking competitive sealed proposals (“Proposals”) from qualified and licensed providers who specialize in heating and cooling services, to furnish all professional services, equipment, labor and materials necessary to provide preventative maintenance services and some or all repairs for several Columbus Metropolitan Library locations. The term of the Contract will be for three (3) years, fixed pricing, with two (2) optional one (1) year extensions.

GENERAL INSTRUCTIONS

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

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

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

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

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

SCOPE OF WORK

The Offeror is responsible for all requirements as provided in this RFP and attached Project documents.

PRE-PROPOSAL CONFERENCE

The Library will conduct one walkthrough of the branches in the scope of the Project beginning on Thursday, 11/15/2018 at 8:30 a.m. All interested Offerors are requested to meet promptly at 8:30 a.m. at Main Library (97 S. Grant Ave, Columbus, Ohio 43215). Walkthroughs will begin Thursday, 11/15/2018 and run through Friday, 11/16/18. See below Schedule for dates and times at each location. At least one (1) representative from the Offeror must attend at least one (1) pre-proposal site walkthrough session. It is strongly suggested that the Offeror’s representative(s) attend the Main Branch walkthrough.

Walkthrough Schedule

Thursday, November 15, 2018

- 9:00 – 10:00 AM Scope Review
- 10:15 – 11:00 AM Main Walkthrough
- 11:30 – 12:00 PM Northside Walkthrough
- 1:30 – 2:00 PM Karl Road Walkthrough

Friday, November 16, 2018

- 9:00 – 9:30 AM Operations Center Walkthrough
- 10:15 – 11:00 AM Hilliard Walkthrough

Tours for Driving Park, MLK, Northern Lights, Parsons, Shepard, and Whitehall can be requested by contacting procurement during the inquiry period process.

DIVERSITY

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

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

COMPLIANCE WITH APPLICABLE LAWS

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

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

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

PROPOSAL SUBMISSION REQUIREMENTS

The Offeror must address all of the requirements listed in the Request for Proposal. All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #18-018** and title of ***HVAC and Mechanical Preventative Maintenance*** clearly marked on the outside, addressed and mailed to the below address.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "**Number CML #18-018 HVAC and Mechanical Preventative Maintenance - Technical Proposal**" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "**Number CML #18-018 HVAC and Mechanical Preventative Maintenance – Cost Proposal**" on the outside of each Cost Proposal package's envelope.

The Proposal package must also include electronic versions of the Technical and Cost Proposals on separate and clearly labeled flash drives. In a separate sealed envelope labeled "**Number CML #18-018 HVAC and Mechanical Preventative Maintenance**", the Proposal package must include an electronic submission of two (2) MS-Windows formatted USB Flash Drives. Please clearly label each flash drive in accordance with its file contents as "**CML #18-018 Technical Proposal**" or "**CML #18-018 Cost Proposal**".

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

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

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

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

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

1. Cover Letter

A cover letter, on the Offeror's letterhead, shall be submitted and shall include, but need not be limited to, the following information:

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

2. Project Overview ("Work Plan")

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

3. Offeror's Qualifications

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

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

4. Description of Services and Staffing (“Staffing Plan”)

The Staffing Plan will outline who will do the Work, including subcontractors.
Include the number of employees employed by the Offeror’s company.

5. Response to Scope of Services Requirements

A statement as to how the services will be provided.

6. Completed Cost Proposals

See Appendices A and B.

7. Completed Offeror’s Diversity & Inclusion Participation Form

See Appendix E.

ADDITIONAL INFORMATION

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

RFP & PROPOSAL QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. on Friday, November 23, 2018**.

Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business. Answers will be posted **no later than 5:00 p.m. on Friday, November 30, 2018**.

PROJECTED TIMELINE

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

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	November 9, 2018
Pre-Proposal Conference	November 15, 2018 (8:30 AM)
Inquiry Period Ends	November 23, 2018 (5:00 PM)
Final Response to Vendor Questions	November 30, 2018 (5:00 PM)
Due Date	December 7, 2018 by 12:00 p.m. (Noon)
Selection of Successful Offeror	TBA

Notification of changes in the response due date would be posted on the CML website or as otherwise stated herein. All times are Eastern Time

SUMMARY OF WORK

Qualifications

When submitted a Proposal for any buildings that have Daikin units, identified in the list of locations below with a “(D),” the Offeror must have Daikin certified technicians perform preventive maintenance and any corrective maintenance. **These specific certified individuals must be listed by name, and show proof of their Daikin certification as part of this RFP.**

For security purposes, the Offeror shall be required to submit a list including the names of the personnel who will be regularly assigned to Columbus Metropolitan Library properties. In addition, all staff assigned to CML premises must be bonded and insured. All staff shall wear a work uniform type shirt that clearly displays the company name and worker’s name.

List of Preventive Maintenance Locations

Location	Address	City	ZIP
Driving Park (D)	1422 E Livingston Ave	Columbus	43205
Hilliard	4500 Hickory Chase Way	Hilliard	43026
Karl Road	5590 Karl Rd	Columbus	43229
Main	96 S. Grant Ave	Columbus	43215
MLK (D)	1467 E. Long St.	Columbus	43203
Northern Lights (D)	4093 Cleveland Ave	Columbus	43224
Northside (D)	1423 N. High St	Columbus	43201
Ops Center	101 South Stygler Rd.	Gahanna	43230

Parsons (D)	1113 Parsons Ave	Columbus	43206
Shepard (D)	850 N Nelson Rd	Columbus	43219
Whitehall (D)	4445 East Broad St	Columbus	43213

Awarded Contractor may be asked from time to time to complete corrective maintenance at the following CML locations. Preventive Maintenance for these sites is currently managed by CML Maintenance.

List of Possible Corrective Maintenance Locations

Location	Address	City	ZIP
Canal Winchester	115 Franklin St	Canal Winchester	43110
Dublin	75 N. High Street	Dublin	43017
Franklinton	1061 W. Town St.	Columbus	43222
Gahanna	310 Granville St	Gahanna	43230
Hilltop	511 S. Hague Ave.	Columbus	43204
Linden	2223 Cleveland Ave	Columbus	43211
Livingston	3434 Livingston Ave	Columbus	43227
Marion Franklin	2740 Lockbourne Rd	Columbus	43207
New Albany	200 Market St	New Albany	43054
Reynoldsburg	1402 Brice Rd	Reynoldsburg	43068
South High	3540 S. High St	Columbus	43207
Southeast	3980 S. Hamilton Rd	Groveport	43125
Whetstone	3909 N. High St	Columbus	43214

SCOPE OF WORK

The awarded Contractor shall provide all materials (excluding air filters), equipment and labor for preventative maintenance services and some or all repairs, as needed, on Columbus Metropolitan Library HVAC systems. Refer to Appendix A for a list of HVAC Equipment and schedule included in this Project.

Preventative Maintenance

1. Routine seasonal preventative maintenance will be conducted twice a year per the attached HVAC PM Schedule spreadsheet (Appendix A). The specific days of the month will need to be scheduled with CML's Property Management Department. All preventive maintenance shall be performed during the hours of 6:30 AM through 3:00 PM Monday – Friday unless specified by CML Maintenance.
2. Awarded Contractor will be required to follow the attached preventative maintenance checklists (Appendix C) and all manufacture maintenance instructions. CML Property Management will work with the awarded Contractor to ensure the preventative maintenance is comprehensive.
3. Additional work within the preventative maintenance agreement will include annual belt changes, condensation tablets, and filter changes on all units at every visit. Belts and Filters will be supplied by CML. Awarded Contractor shall include all other supplies such as cleaning solutions, condensation tablets, etc. at no additional cost.
4. A full report of each unit addressing any concerns or issues shall be provided upon the completion of the inspection via email to CML Property Management.
5. Offeror agrees to address simple repairs, including any mechanical issues that are found on a PM and can be repaired for under \$500, while on site, in order to reduce downtime and total repair costs. Services must be approved by CML Maintenance Management.
6. Any issues that cannot be corrected during the time of the preventive maintenance must be quoted out and emailed to CML Maintenance Management for approval and scheduling.
7. Awarded Contractor will perform preventive maintenance audits on 10% of all completed PMs with CML property management.
8. CML reserves the right to delay, cancel, or change the schedule of any and all PM services.

Hours & Response Time

1. Maintenance work or repairs shall be performed during the regular hours of 6:00 AM through 4:00 PM, Monday-Friday unless specified by CML Maintenance Management. CML acknowledges after hours and/or holidays may be at a different rate.
2. Offeror agrees to provide emergency response telephone number that is staffed 24 hours a day, seven (7) days a week, 365 days a year. Awarded Contractor must be able to have a qualified technician respond onsite within two (2) hours of receiving the emergency call.
3. Non-emergency requests for service are to be responded to within 24 hours.
4. Awarded Contractor shall provide all the transportation, equipment and labor needed to complete necessary repairs due to all emergency service calls.

Equipment Repair

1. CML reserves the right to repair any items with in-house labor if deemed necessary.
2. Awarded Contractor shall list the CML equipment number (EPN) stickered on all HVAC units on their service tickets as well as on the invoice.
3. CML may request that the awarded Contractor provide a written quote for any repairs at any CML locations. CML will not pay for any third party quoting services.
4. Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first. Repairs to equipment outside of OEM warranty will be repaired under the terms of the service agreement. All components deemed defective will be replaced with new OEM approved parts or equivalent. Awarded Contractor is required to file for any and all manufactures warranty regardless of who installed the HVAC unit.

Equipment

1. Offeror shall own all necessary equipment to perform all preventive maintenance and corrective maintenance services, excluding any cranes or lifts higher than 50 ft.
2. Offeror's work vehicles shall be identified with company name, and must be in good, working order.

Other Terms & Conditions

1. CML reserves the right to reject any and all proposals and or quotes.
2. Awarded Contractor shall follow the provided preventative maintenance checklist (Appendix C) and provide a service report following each service.
3. Awarded Contractor shall notify the Building & Procurement Specialist any time a company representative is scheduled to be at a CML site.
4. Awarded Contractor shall not sub-contract any of the Work to any other company.
5. Awarded Contractor shall perform the Work in accordance with all local, state and federal regulations.
6. Should the awarded Contractor fail to perform the above scope of work within a reasonable amount of time, the Contract may be voided immediately upon notification to the awarded Contractor.
7. CML reserves the right to increase and or decrease the amount of preventive maintenance is being performed as part of the Contract.
8. Any damage to a facility done by the awarded Contractor will be the responsibility of the Contractor to repair as required and supervised by CML's Property Management at the Contractor's expense.
9. CML reserves the right to request additional information from any Contractor, reject any or all proposals, to waive any irregularity in the proposals, and to not guarantee a minimum value for the contract to be awarded. The cost for developing the submittal is the sole responsibility of the Contractor.

Payments

For payment of preventive maintenance services the awarded Contractor shall issue one invoice that breaks out the cost of all branches. CML will pay invoices within 30 days of approval.

For payment of corrective maintenance services the awarded Contractor shall issue one invoice per unit that is repaired. The equipment part number must be listed on all invoices. All invoices must break down the cost between labor, parts, and any rental services needed. CML will pay invoices within 30 days of approval.

Labor rates must align with the rates that Offeror submits in the Proposal.

Additional Pricing Instructions

This RFP will require two (2) cost proposals:

- a. Cost per branch for preventative maintenance services
- b. Cost for time and material for repairs/services performed outside of a preventative maintenance agreement.

Offeror shall include the amount of time each PM will take in the far right column of the scheduling and pricing sheet (Last tab in Appendix A). Offeror shall list the following for PM pricing: Hourly rate for all types of equipment being serviced, truck charge, and any shop supply charge. If the Offeror has different PM pricing for the type of equipment that is repaired, this must be broken out as part of the pricing documentation.

Corrective maintenance pricing shall include; standard labor rate, overtime rate, emergency rate, holiday rate, any helper rates, weekend rate, truck charge, percentage of mark up on all parts, and any general truck supplies. If these rates do not apply please input N/A. All rates must be listed on the Corrective Maintenance Pricing Sheet (Appendix B) to be approved for payment on the Contractor’s invoice. Listed rates are effective for the term of the Contract.

Award

CML may award the Contract to as many Contractors as necessary to achieve the desired outcome. Awarded Contractors must maintain certified HVAC maintenance techs in all types of equipment that is awarded to said Contractor.

Selection Process

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

TABLE 1 - SCORING BREAKDOWN

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

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

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

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

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

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

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

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

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

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

Evaluation Criteria

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

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

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

Refer to Table 2 for specific criteria and respective weights.

Evaluation and Selection

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

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

Evaluation of Technical Proposal

TABLE 2 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Ext'd</u>
1. Quality and comprehensiveness of the Proposal: a. Demonstrated understanding, by the Offeror, of the Library and the Library's requirements. b. Qualifications and ability to perform. c. Responsiveness and adherence to RFP instructions.	30		
2. Quality of the proposed solution includes, but is not limited to, the following: a. Comprehensive Work Plan per the RFP. b. Offeror's Staffing Plan. c. Demonstrated ability of Offeror to meet requirements.	40		
3. Offeror's experience on projects of similar scope.	20		
4. Input from reference contacts.	10		
Total Technical Score:			

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

Evaluation of Cost Proposal

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

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

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table (Table 1).

"Cost" = **Total Not-to-Exceed Cost** identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

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

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

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

The maximum possible score is 625 points.

Contract Award

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

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

Columbus Metropolitan Library

Procurement Department

Standard Contract Terms and Conditions

Contract Components. Entirety. Changes Interpretation

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

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

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

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

Standard Invoice and Payment

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

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

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

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

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

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

Delivery

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

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

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

Contract Cancellation: Termination: Remedies

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

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

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

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

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

Remedies for Default:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS:

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

Appendix A
Preventative Maintenance Cost

HVAC and Mechanical Preventative Maintenance
RFP Number: CML #18-018

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

Appendix B
Corrective Maintenance Cost

HVAC and Mechanical Preventative Maintenance
RFP Number: CML #18-018

Type of service	Cost per hour
Certified Technician - Normal Hours	\$ hr
Certified Technician - Overtime Hours	\$ hr
Certified Technician - Emergency Call Out	\$ hr
Certified Technician - Holiday Hours	\$ hr
Helper Technician - Normal Hours (if applicable)	\$ hr
Helper - Overtime Hours (if applicable)	\$ hr
Helper - Emergency Call Out (if applicable)	\$ hr
Helper - Holiday Hours (if applicable)	\$ hr
List any relevant mark-ups, with details (if applicable)	\$ hr
Other (must define)	\$ hr

1. Offeror's definition of "After Hours" / Overtime work:

2. Offeror's guaranteed response time(s):

3. Offeror shall list any pricing exceptions or assumptions in the space below:

THIS FORM MUST BE COMPLETED AND SUBMITTED AS A PART OF YOUR PROPOSAL

Appendix C
PM Locations

HVAC and Mechanical Preventative Maintenance
RFP Number: CML #18-018

The PM locations sheet is located in a separate Excel file under the RFP link at the CML website.

Appendix D
Task Lists

HVAC and Mechanical Preventative Maintenance
RFP Number: CML #18-018

The Task Lists sheet is located in a separate Excel file under the RFP link at the CML website.

Appendix E
Offeror's Diversity & Inclusion Participation Form
HVAC and Mechanical Preventative Maintenance
RFP Number: CML #18-018

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

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

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

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

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

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

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

By: _____ Date: _____

Print Name and Title: _____

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