

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Purchase of One (1) Used Box Truck

Issue Date: November 9, 2018

ITB Number: CML #18-022

Issued by

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

Deadline for Submittal

Friday, November 30, 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

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for *Purchase of One (1) Used Box Truck* (“Purchase”). The ITB Identification Number is: **CML #18-022**.

Bids must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than **12:00 Noon on Friday, November 30, 2018**. Any Bid (“Bid”) 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 16, 2018** to: procurement@columbuslibrary.org.

The bidder (“Bidder”) declares to have read, understood and affirms, by its signature below, 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 or services at the prices proposed.

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

Federal Taxpayer Identification Number (TIN)	
Name of person signing 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 competitive, sealed bids (“Bids”) for the purchase of one (1) used box truck with a retractable (under the unit) lift gate system and E-track ratchet cargo securing system.

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 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.

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 Bidder’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Bid. Please refer to Appendix B, *Bidder’s Diversity & Inclusion Participation Form* to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Bid, 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 SUBMISSION REQUIREMENTS

The Bidder must address all of the requirements listed in the Invitation to Bid. All Bids must be in a sealed envelope or appropriate packaging, with the ITB Identification Number **CML #18-022** and title of **Purchase of One (1) Used Box Truck** clearly marked on the outside, addressed and mailed to the below address. Package must include an electronic submission of one (1) MS- Windows formatted USB Flash Drives. Please clearly label the flash drive in accordance with its file contents as **“CML #18-022 Purchase of One (1) Used Box Truck.”**

IMPORTANT: Each Bidder must submit one (1) original, completed and signed in blue ink, and four (4) hardcopies for a total of five (5) Bids, plus an electronic version, to the following:

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

Bids 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.

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

Any Bid arriving after 12:00 NOON on the due date will be marked late and will receive no consideration for selection to provide the specified services. The Library may return, unopened, any Bid that is received after the deadline.

INSTRUCTIONS

Bidders are cautioned to carefully review all parts of the ITB. Allowance may not be possible for any error or negligence of the Bids.

Bids are to be prepared in such a way as to provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this ITB and provide sufficient information to fully establish the Bidder's ability to perform all of the actions, activities and functions described in this ITB.

Emphasis should be on conformance to the ITB instructions, responsiveness to the ITB requirements, completeness and clarity of content and should minimize extraneous marketing materials.

Costs for developing the Bid are entirely the responsibility of the Bidder and shall not be chargeable to the Library.

The failure or omission of a Bidder to receive or examine any necessary document, form instrument, addendum, or other document shall in no way relieve any Bidder from obligations with respect to its Bid. No claim for extra payment will be allowed based on an Bidder's lack of knowledge of existing conditions and problems arising therefrom.

QUESTIONS

Any questions or clarifications regarding this ITB must be sent to the following address: procurement@columbuslibrary.org and reference the Bid Identification Number **CML #18-022** and title of the ITB (*Purchase of One (1) Used Box Truck*).

All questions must be submitted no later than 5:00 p.m. on **November 19, 2018**.

Bidders are encouraged to submit questions at any time during the inquiry period.

Answers to all questions will be documented and posted on the “Doing Business with CML” page of the Library’s Website at: www.columbuslibrary.org/about/doing-business. Answers will be posted no later than 5:00 p.m. two business days after the inquiry period ends.

FORMAT

Complete Bid 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. Bidder Description: Provide a brief description of the Bidder’s company/organization including the Bidder’s size and area of specialization.
2. Provide a brief statement summarizing how the Bidder is particularly qualified for this project.
3. Project Schedule/Installation Plan: N/A
4. Work Plan: Bidder shall describe its approach for providing required services.
5. The Bidder should be able to provide all labor and materials necessary for the required services.
6. Comparable Projects: Description of related, recent experience specific to providing the required services.
7. Bidder response to Appendix A, Bid Price.
8. Bidder response to Appendix B, Diversity & Inclusion Participation Form
9. References: Three (3) references, including current contact name, e-mail address and phone number for similar projects.
10. The Bidder must include a completed W9 Form.
11. The Bidder must provide a Certificate of Insurance (“COI”) with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.
12. Refer to “General Requirements” and Table 1 for additional items to be included (e.g., item 3, page 7)

EVALUATION CRITERIA

1. Bids will be evaluated based on the Total Bid Price.

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 RFP Inquiry Period Begins	November 9, 2018
Inquiry Period Ends	November 19, 2018 (5:00 PM)
Final Response to Vendor Questions	November 23, 2018 (5:00 PM)
Due Date	November 30, 2018 by 12:00 p.m. (Noon)
Selection of Successful Bidder	TBA

CML reserves the right to modify this schedule at CML's discretion. Notification of changes in the response due date would be posted on the CML Website or as otherwise stated herein. All times are Columbus, Ohio Local Time

GENERAL REQUIREMENTS

In addition to the requirements listed in Table 1 (See below, p. 10), the following specifications are required:

REQUIRED STANDARD EQUIPMENT

1. Vehicle shall be no older than a 2015 model with less than 100 thousand miles (100,000 mi.), complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being Bid, but is not listed in the product specifications, must not be removed from the vehicle.

Manufacturer's disclaimers indicating changes in product specifications may occur during the model year and the manufacturer reserves the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished.

2. Gross Vehicle Weight: Shall be no more than 26,001 lbs. for non-CDL drivers to operate vehicle.
3. Rust Proofing: Vehicle shall have the manufacturer's standard corrosion protection system. **A copy of the corrosion protection warranty is to be returned with the Bid, certifying compliance to this requirement.**
4. Tires: New tires are required or used tires that have a maximum mileage wear of 20,000 miles. Tires shall be as recommended by the manufacturer for the vehicle specified, and shall be of premium quality of recognized manufacturer, steel belted radials (all season tread; unless otherwise specified).

5. Spare wheel and tire to be manufacturer's standard for the model bid.
6. Dual fuel tanks to hold 50 gallons of fuel each for a total of 100 gallon capacity per unit.
7. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
8. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
9. 12V Power point in cab. At least one (1) is required, but more than one (1) is acceptable if standard.
10. LED lights, domes or strips, in cargo box.
11. Paint White: The entire unit shall be painted in accordance with automotive standards. All body colors are to be solid white in color and manufacturer's standard unless otherwise noted. Bidder to note if white color is standard at no extra cost on each item Bid. If no chart is submitted or no notations are made, it will be assumed all colors are standard and no additional compensation will be required.

Additional Required Equipment

1. Lift Gate: Hydraulic with a minimum lifting capacity of 4,000lbs. The lift gate shall stow away under the rear of each unit. There shall be a switch inside the box unit to raise and lower the lift and one on the outside of the unit to access the lift from the ground. A hand controlled plug-in unit is acceptable so the lift can be operated both inside and from the ground outside of the box unit.
2. Horizontal E-track Cargo Securing System: There shall be two (2) horizontal E-track systems on all three (3) walls inside the cargo area. The channels shall be six (6) inches in height using three (3) inch locking ratchet straps. First channel is nine (9) inches from floor to bottom of channel and second channel is 50 inches from floor to bottom of channel. Each truck shall be supplied with no fewer than four (4) new E-Track ratcheting straps sets.
3. Backup Camera: Installed in each unit
4. Keys: Two keys should be provided per truck. Each truck should be keyed the same for ignition and exterior door access.
5. 30 day tags.

PURCHASE REQUIREMENTS

1. The Bidder shall provide the total purchase price.
2. The Bid shall be itemized to indicate all options included in the purchase.

DELIVERY

Vehicle will be delivered to CML Operations Center

CML Reserves the right to inspect the offered Box Truck and test drive before acceptance.

NOTES

1. WARRANTY: Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered.
2. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the Contractor or manufacturer to comply with the Library requirements. Any extra accessories delivered on vehicles cannot and will not be paid for by the Library.
3. 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 offered, incurring no additional costs beyond the stated prices.

TABLE 1

Standard Specification Items	Minimum	Standard Specification Items	Minimum
Power train:		Exterior:	
Engine Type (Cylinder/Liter)	8 Cylinder	Body Side Moldings	Mfg. Std.
Horse Power (Net HP)	Min. 234 HP	Body and Cab Color	White Required
Automatic Transmission	Required	Doors	2 Door
Locking Differential	Mfg. Std.		
Chassis:		Seating:	
Fuel (Type)	Diesel / Alternative	Seating Capacity	2
Fuel Capacity (Duel 50 gal tanks.)	Duel 50 gallon tanks required	Front Seat Type	Bucket
Tires	All Season	Seat Covering	Vinyl
Spare Tire	Mfg. Std.	Floor Covering	Vinyl
Cooling System	Mfg. Std.		
Safety:		Accessories:	
Restraint System (Driver and Passenger)	Required	Air Conditioning	Required
Supplemental Restraint System (Air Bags - Duel)	Required	Tilt Wheel & Cruise Control	Required
Air Brakes	Required	Windows & Door Locks	Power
Dimensions:		Keyed Door Locks	Required
Wheelbase (in)	Mfg. Std.	2 Sets of Keys.	Required
Head Room (Front/Rear)	Mfg. Std.	Intermittent Windshield Wipers	Required
Leg Room (Front/Rear)	Mfg. Std.	Floor Mats – All Weather	Required
Shoulder Room (Front/Rear)	Mfg. Std.	Radio	Mfg. Std.

Hip Room (Front/Rear)	Mfg. Std.	Lift Gate – Minimum lift 4,000lbs. with Hand Held Control for Driver	Required / 4000lbs Stow away
Passenger Volume (cubic feet)	Mfg. Std.	Back Up Camera system	Required
Gross Vehicle Weight (GVW)	No more than 26,001 for non-CDL drivers	Horizontal E-track Ratchet Cargo Securing System- Two channels per wall in cargo area	Required
Electrical:		Warranty:	
Alternator (amps)	Mfg. Std.	Mfg. Standard Warranty (Min.)	Required
Battery (CCA)	Mfg. Std. Must be new	Optional Extended Warranty -Bumper to Bumper	
Cargo bay LED dome lights or LED light strips	Required		
Block Engine Heater	Required	Other Mfg. Items: Required	
12V Power Point in Cab (Min 1 power point)	Required	30-Day Tag	
		Parts Manual(s)	
		Service Manual(s)	

Appendix A

**Purchase of One (1) Used Box Truck
RFP Number: CML #18-022**

Bid Price Submission Form 1

Pricing Sheet for Purchase Option	List Cost for Each Option
Purchase Price per unit	
55 Gallon Drum – Diesel Exhaust Fluid (DEF)	
Extended Warranty Cost	

**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 part of Franklin County Government and has a 501 nonprofit status.

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 <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 B

**Purchase of One (1) Used Box Truck
RFP Number: CML #18-022**

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	\$
	PROPOSED TOTAL	\$
	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.**