

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

HVAC Upgrade at Linden Branch

Issue Date: February 22, 2019

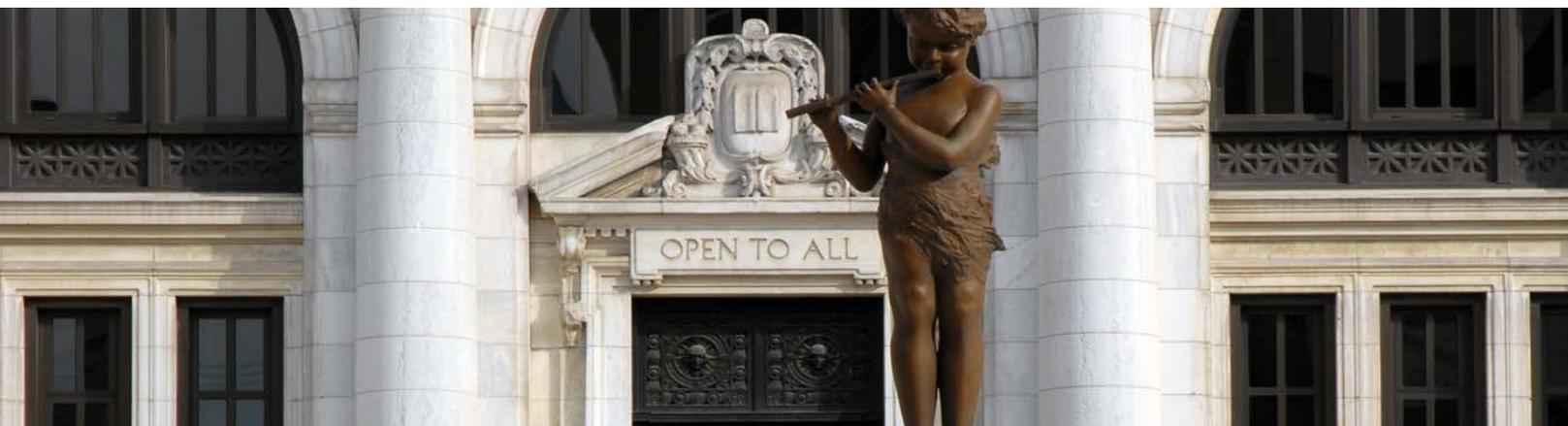
ITB Number: CML #19-006

Issued by

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

Deadline for Submittal

Friday, March 15, 2019
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 Upgrade at Linden Branch* (“Project”). The RFP Identification Number is: **CML #19-006**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than **12:00 Noon on Friday, March 15, 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 **Wednesday, March 6, 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 purpose of this project is to upgrade old R-22 HVAC units at the Linden branch of the Columbus Metropolitan Library.

All product unit submittals must be Proposal using "LENNOX" products. Any Offeror that wants to Proposal and install the LENNOX systems must be LENNOX Certified in both installation and service.

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 prior to submitting a Proposal. The submission of a Proposal shall be evidence that this requirement has been met. Failure to inspect the site 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.

The Offeror is responsible for all requirements as provided in the attached Project documents.

PRE-PROPOSAL CONFERENCE

A mandatory pre-Proposal conference will be held at the Linden Branch, 2223 Cleveland Ave., Columbus, Ohio on **Friday, March 1, 2017 at 1:00 p.m.** to permit any potential Offeror the opportunity to inspect the building, and to ask questions pertaining to the Project.

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 D, *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 #19-006** and title of ***HVAC Upgrade at Linden Branch*** 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 #19-006 HVAC Upgrade at Linden Branch - Technical Proposal**" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "Number **CML #19-006 HVAC Upgrade at Linden Branch – 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 "**CML #19-006 HVAC Upgrade at Linden Branch**", 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 #19-006 Technical Proposal**" or "**CML #19-006 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 one (1) 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 understand 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. A Statement of Affirmation as to Offeror's certification to install and service LENNOX systems. Inclusion of a copy of the certificate with the Proposal is desired by the Library.
- C. 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.

A complete schedule for the replacement of these seven (7) HVAC units. To include lead time on all HVAC parts needed to complete this job.

5. Response to Scope of Services Requirements

A statement as to how the services will be provided.

6. Completed Cost Proposal Form

See Appendix B.

7. Completed Offeror's Diversity & Inclusion Participation Form

See Appendix D.

COST PROPOSAL

The Proposal shall contain all price information in the format specified on the Cost Proposal Form (Appendix B). Offerors are to complete Appendix B only as provided on the form. Do not amend, alter or leave blank any items on either Cost Proposal Form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Proposal being determined to be non-responsive and rejected by the Library. Prices offered shall be all inclusive. CML is a tax-exempt entity.

Prices are to be firm-fixed and are to remain in effect through Project completion.

This is a Prevailing Wage Project. Cost shall include Prevailing Wage.

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. Times referenced herein are Columbus, Ohio local time.
4. 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 Wednesday, March 6, 2019**.

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, March 8, 2019**.

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	February 22, 2019
Pre-Proposal Conference	March 1, 2019 (1:00 PM)
Inquiry Period Ends	March 6, 2019 (5:00 PM)
Final Response to Vendor Questions	March 8, 2019 (5:00 PM)
Due Date	March 15, 2019 by 12:00 p.m. (Noon)
Selection of Successful Offeror	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 Eastern Time

SUMMARY OF WORK

1.01 GENERAL

- A. This Section includes brief descriptions of the HVAC work and special conditions related to the Work for the Columbus Metropolitan Library at this facility:

Project Location: Linden Branch
2223 Cleveland Ave
Columbus, OH. 43211

1.02 PROJECT DESCRIPTION

- A. All work included in the scope relates to HVAC work. LENNOX equipment has been specified for replacement.
- B. Any fire damper or control that notates a problem will be brought to attention of CML staff.
- C. Humidifiers will not be added to this new equipment installation. Any duct work that has been modified or has cut outs or screw holes from old the humidifiers shall be repaired or panel patched.
- D. The contractor shall obtain and fund for all permits and necessary inspections with the use of the CML/Engineers Drawings. The contractor shall make copies of documents as necessary. One permit submittal is required for this building. Permits include, but are not limited to: General Construction, HVAC.
- E. The new and old equipment will need to be staged with a crane. Alley access is available, but work will have to be scheduled with the City of Columbus and/or any traffic management that is recommended from City of Columbus Building Department. Alternative crane staging arrangement may be made in CML parking lot at limited times and dates. This will be preapproved with CML project manager and shall not conflict with the operating times of the Library.

- F. The following is a general outline of the scope of work for the project but in no way limits the scope.
- G. There shall be a single contract for the work, and this is to be offered as a “turn Key”, project for the customer CML. The prime contract shall be through the HVAC contractor. {Field Work: Electrical, Building Automation, Security/Alarms, etc.} EMCOR contact / James Cornett - 614 273 4445 cell
- H. Only one HVAC unit may be disabled at a time and one new unit at a time may be installed leaving the remaining units operable. If Offeror can provide HVAC set points with temporary heating or cooling, CML can arrange other work options, with the Offeror. No units can be left inoperable at the end of the day unless you can supply temporary HVAC.

LINDEN (Base Bid)

- a. Additional modifications to exiting plenum will be noted in all new applications
- b. May be disabled at a time during construction
- c. All old equipment is to be removed and disposed of by Contractor.
- d. All electrical equipment associated with work is to be included (New wiring and connection for emergency shutdown)
- e. Contractor shall provide, and pay for, all permits, tests, inspections, etc.
- f. New unit needs to be wired and controlled by our BAS /“Automated Logic
“Contractor needs to synchronize equipment with BAS graphics and labeled.
- g. Install New disconnects for shutoffs on condensers. Uni-strut bracing may need to be moved to accommodate the new condensers.
- h. All work will be performed during 6:30 AM to 6:00 PM. (Monday through Friday). All inside work needs to be performed before the public opening hours, Unless prior approval is given by the Owner Project Manager. All Electrical disconnects and adding new work will need to be scheduled in the Non-opening hours of the branch.
- i. CML emergency shut off switches must be wired and tested for operation
- j. All condensate lines must be run new and installed by city code requirements
- k. All fire dampers need to be checked and verified for proper operation.
- l. Liquid line / install new site glasses on all new units
- m. Old humidifiers shall be removed. Duct work shall be repaired or patch panel. Disconnect and properly terminate all wiring, supply water.
- n. All new condensers will have new isolation feet installed at the bottom
- o. Return filter boxes and concentric tubing could be re used.

Use Alternative bid “System Option “to add price. Specifications sheet lists these components as “Optional”. Provide pricing in the event these items cannot be reused.

Owner must be notified of the condition and any changes needing to be serviced.

Provide a complete equipment list at completion of the project to include manufacture name, model and SN. All manuals will be turned over to the Owner Project Manager at the completion of the project.

1.03 CONTRACT DOCUMENTS

- A. Project Work shall be executed in accordance with the Contract Documents.
- B. Drawings applicable to all the contracts designated in the "Notice to Offerors" as prime contracts are as listed in the Index of Drawings appearing in the set of Drawings issued with these Specifications, except as otherwise noted.
- C. Each Offeror is responsible for examination of all Contract Documents to ascertain the full extent of the work under this Contract.
- D. HVAC contractor is responsible for verification of all installation requirements and existing conditions prior to performing any work. All work will include a one year parts and service warranty from the completion date.

1.04 USE OF SITE

- A. The Contractor may use portions of the project site for staging of materials and equipment, temporary facilities or other purposes as specified and approved by the A/E and the Owner Project Manager.
- B. The Contractor shall be responsible for the protection of grounds, facilities and persons. This shall include, but not be limited to:
 - 1. Any damage to the property, roofing, buildings and/or building components due to, or caused in conjunction to the contracted work, shall be the responsibility of the Contractor to repair or replace as directed by the Owner Project Manager. Also, the Contractor shall be responsible to provide necessary protection(s) to prevent any harm to residents, workers and the general public. This includes, but is not limited to harm caused by unauthorized access to the site, dispersion of debris, fumes or gases, and construction noise.
 - 2. All and any electrical, water, sanitary, storm, alarm and signal systems and their components shall be protected from damage by the Contractor, and the systems shall be continuously operable. Otherwise, the Contractor shall be responsible for any harm to the residents of the building or damage to any part of the building, its contents or equipment caused by the interruption of such systems. The Contractor shall be liable for the repair or replacement of the damaged systems and shall repair or replace them at no additional expense and to the satisfaction of Owner.
 - 3. The work areas of the project shall be barricaded by the Contractor. The extent, locations and quality of the barricades shall be subject to review by the Owner Project Manager. Make any modifications to such barricades as directed by the Owner Project Manager.
 - 4. The Contractor shall repair and/or replace all site work and landscaping damaged by Contractor's work. This shall include, but not be limited to:

replacing damaged asphalt and sidewalks, restoration of site grades to pre-Project conditions; reseeding/replanting (reseeding shall be with perennial grass(es) with the mix and density per the Owner recommendations, replanting shall be per nursery's recommendations); providing ground cover for newly seeded areas (straw at approx. 2 ton/acre); and, watering of reseeded and/or replanted areas twice per week (This is a minimum requirement. Contractor shall water as required until germination has occurred and grass can survive on natural rainfall). If Project conditions (i.e. season, weather, etc.) do not allow for the immediate repair/replacement of landscape, the Contractor shall coordinate with Owner Project Manager an appropriate time/date for this work to occur.

1.05 SCHEDULING AND COMPLETION OF WORK

- A. The HVAC Contractor shall develop an Overall Project Schedule using MS project schedule or similar software showing all work tasks, including subcontractors, spelled out in a clean and decisive manner with clear completion dates for all tasks in a manner acceptable to the Owner. Schedule is set at 30 consecutive days.
- B. The Contractor shall be responsible for adhering to the schedule for all construction work.
- C. Due to the tight schedule for the project, the contractor, once the contract has been signed, and a Notice to Proceed issued, the contractors are to begin as soon as possible that work involving demolition, preparation, electrical, etc. Once demolition has started and systems are offline, work shall proceed as quickly as possible so that the new heating system is up and running with minimal down time.
- D. The Contractor(s) shall coordinate the work in various areas with the owner. Construction work and use of space by staff requires close coordination.
- E. All means of ingress and egress shall be maintained, by the contractor, in accordance with all local codes, and in accordance with Owner policies.
- F. All areas in which construction is to be performed and which are used for access to construction areas, and which are used by the facility must be maintained secure when work is not being performed in those areas.

1.06 PROTECTION/CLEANING OF ROOMS

- A. Contractors to provide protective coverings for all equipment, furniture, etc. Personnel in spaces will work with contractors to remove or isolate their specific items, computers, etc. as necessary.
- B. Contractor will take extra precautions while storing and moving any and all HVAC equipment on the roof. Contractor is responsible for any and all leaks that happen around the project area. CML will conduct multiple roofing inspections during the project to insure that roof membrane is not damaged during this project.
- C. Thoroughly clean all spaces after completion of work including carpeting, furniture, walls, etc. Contractors are responsible for any damage.

1.07 TIME

- A. WORKING HOURS: Working hours will be Monday through Friday, 6:30 AM to 6:00 PM. No work shall commence outside these hours or on Saturdays, Sundays, and holidays, unless approved in writing, by the Owner Project Manager. Working hours can vary between each building and department. Coordinate these hours and restrictions with owner.
- B. START DATE: Work shall begin within fifteen (15) days after award of Contract, or as soon as weather conditions permit unless otherwise notified by the Owner Project Manager.
- C. COMPLETION DATE: Completion of the Project will be within 60 consecutive calendar days following authorization to proceed with work, unless an extension of time is granted. Completion shall include all necessary clean up, final inspection items, damage repairs, etc.
- D. SYSTEMS SHUTDOWN: The Contractors shall be responsible for coordinating/scheduling shutdown with the Owner Project Manager.
- E. EQUIPMENT; All removal and lifting of all equipment will be done by crane. Early scheduling

And date approvals must be agreed upon with owner so customers and employees are not affected in the parking lot or alley book drop area.

1.08 DEFINITIONS

- A. "Owner" in this document or other references to the "Owner" shall refer to the Columbus Metropolitan Library, or CML.
- B. "Owner Project Manager" shall refer to Joe Greene, telephone (cell) 614-374-5706, or to other person(s) duly appointed and authorized by Columbus Metropolitan Library to act as Owner Project Manager.
- C. Throughout these Specifications, the term "General Contractor" is mentioned. There is no General Contractor on this Project.

Specification Requirements:

See Appendix A

When submitting Proposals for the Work to be performed, Offerors must break down the cost for the material with its description and include its labor break out cost.

Award

CML may award the Contract to as many Contractors as necessary to achieve the desired outcome.

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: <ol style="list-style-type: none">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: <ol style="list-style-type: none">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

**HVAC Upgrade at Linden Branch
RFP Number: CML #19-006**

ENGINEERING DRAWINGS AND SPECIFICATIONS

Appendix A can be found as a separate link located under the link to this RFP on the CML *Doing Business with the Library* Webpage.

Appendix B

**HVAC Upgrade at Linden Branch
RFP Number: CML #19-006**

PROPOSAL COST SUBMISSION FORM

The Proposal COST Submission Form can be found as a separate link located under the link to this RFP on the CML *Doing Business with the Library* Webpage.

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

Appendix C

HVAC Upgrade at Linden Branch RFP Number: CML #19-006

PROPOSAL COST SUBMISSION FORM (ALTERNATE)

The Alternate Proposal cost Submission Form can be found as a separate link located under the link to this RFP on the CML *Doing Business with the Library* Webpage.

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

Appendix D

**HVAC Upgrade at Linden Branch
RFP Number: CML #19-006**

Offeror's Diversity & Inclusion Participation Form

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.**