

Request for Qualifications

- (A) Geotechnical and Site Assessment Services and/or
- (B) Material Testing and Inspection Services

Issue Date: March 8, 2019

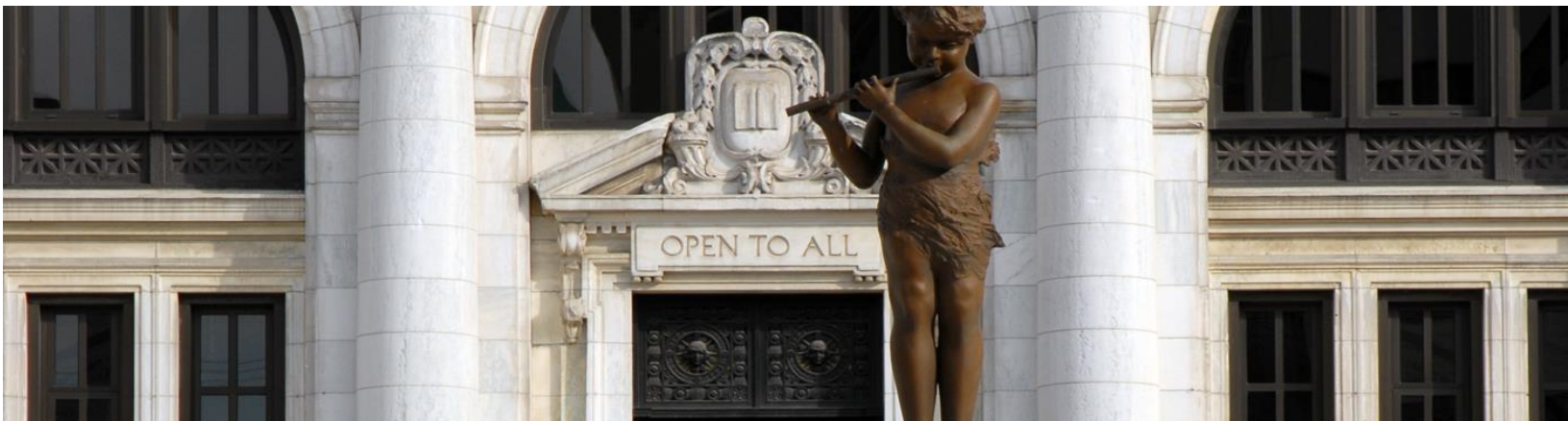
RFP Number: CML #19-007

Issued by

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

Deadline for Submittal

Friday, March 29, 2019
No later than 12:00 NOON EST



Wanda Dixon, Procurement Analyst
 Procurement Department
 Telephone: (614) 849-1034; FAX: (614) 849-1134 wdixon@columbuslibrary.org

REQUEST FOR QUALIFICATIONS COVER SHEET

The Columbus Metropolitan Library is seeking sealed, signed, written submittals from qualified firms to provide **(A) Geotechnical and Site Assessment Services and/or (B) Material Testing and Inspection Services** according to the requirements described in the Scope and other documents included with this Request for Qualifications (RFQ). The Proposal Identification Number is RFQ CML 19-007.

Sealed submittals will be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than Noon on Friday, March 29, 2019**. Any proposals arriving after Noon will be marked late and will receive no consideration for selection to provide the specified equipment, supplies and/or services.

Any questions or clarifications regarding this RFQ should be sent to procurement@columbuslibrary.org. All questions should be submitted no later than Friday, March 15, 2019.

The vendor declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this RFQ and agrees to fulfill the requirements of any contract for which it is selected to provide the specified equipment, supplies and/or services at the prices proposed.

The vendor certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by it in response to the RFQ, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing bid proposal (Please print or type)	Title	
Vendor 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.

Purpose

The Columbus Metropolitan Library (the Library) is seeking proposals from qualified firms, required to have a presence in the State of Ohio, to provide (A) Geotechnical and Site Assessment Services and/or (B) Material Testing and Inspection Services in connection with the Library's 2020 Vision Plan building program, as well as, annual operational projects.

Known services are required for 4 library locations, which are part of the 2020 Vision Plan Phase II building program. Additional work for operational projects will be determined annually and may include any facilities and property the library is owns, leases, and/or is considering purchasing.

Renovations and expansions may include:

Hilltop, 511 South Hague Ave, Columbus

New Construction may include:

Karl Road, 5590 Karl Road, Columbus

Reynoldsburg, 1402 Brice Road, Columbus (current address) future address unknown

Gahanna, 310 Granville Street, Columbus

The library reserves the right to qualify multiple firms and award work on a project by project basis to any firm that is prequalified through this RFQ process.

The Columbus Metropolitan Library is a county district library organized and existing under Chapter 3375 of the Ohio Revised Code and is a political subdivision of the State of Ohio.

General Project Description

The projects will generally be reinforced concrete slab on grade construction with a mix of metal and structural steel framing, storefront glazing, membrane low slope roofing. Projects will be both multi-floor and single floor in height depending on location. The branch library footprints will range from 10,000 sf to 255,000 sf. Of the four known construction projects, Hilltop is a single story facility that will be adding up to 12,000 sq. ft. increasing the building from approximately 20,000 sq. ft. to approximately 32,000 sq. ft. The remaining three projects will be new builds up to 40,000 sq. ft. We anticipate tearing down Karl Rd and Gahanna and building on the same site.

Statement on Sustainable Design

The Library is committed to pursuing environmentally sustainable and energy efficient design in all construction projects. Planning for the life-cycle cost of our facilities, projected utility costs, long-term operational costs, maintenance requirements and worker productivity are critical to the Library's financial health.

Project Delivery Method

The Owner is employing a Construction Manager at Risk (CMAR) project delivery methodology for large projects. In most cases, the CMAR will prepare multiple bid packages based on construction documents prepared by several different design firms.

The selected firm(s) shall have no contractual relationship to or be otherwise affiliated in any way with the CMAR , or the Design Professional on this project.

Project Schedule

The projects will involve a number of bid package releases, occurring over the next three years.

Some pre-design services may be needed on the four large projects and will be determined on a project by project basis. The selected firms will be required to coordinate schedules with both the CMAR and Architectural Firms per project.

Part A: Geotechnical and Site Assessment Services

SCOPE OF SERVICES

REQUIRED QUALIFICATIONS

Geotechnical and site assessment services shall be provided by a firm with a minimum of five years' experience for the type of services to be performed. Geotechnical and site assessment services shall be in accordance with the latest standards and in accordance with the Ohio Building Code requirements. The geotechnical and site assessment firm must perform all necessary tests acting as the Owner's geotechnical and site assessment provider.

Additionally, the geotechnical and site assessment firm must be certified as follows; National Institute for Certification in Engineering Technologies (NICET)-

Technicians certified in: Construction Materials Testing/Asphalt

Construction Materials Testing/Soils

Construction Materials Testing/Concrete

American Concrete Institute (ACI) –

Technicians certified as: ACI Concrete Field Testing Technician

Laboratory Accreditation:

Certification of Accreditations from the American Association of State Highway and Transportation Officials (AASHTO) R-18 for Soil, Portland Cement Concrete, and Aggregates.

REQUIRED SERVICES:

Geotechnical and site assessment services for this project will generally include, but are not limited to: soil borings and analysis located based on input provided by the design team, backfill compaction, foundation/footer bearing and installation, performance of Environmental Site Assessments, both phase I and II.

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 A, *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.

QUALIFICATIONS SUBMITTAL REQUIREMENTS:

This Request for Qualifications is intended to present the opportunity to demonstrate your ability to perform the tasks required and to present the innovative techniques, processes, methods and approach that your firm will bring to meet the program goal. Qualifications should be as brief as possible, but shall provide sufficient information to allow the Owner to evaluate the Consultant's approach, experience, staff and ability to perform the required work.

Please include the following information in the submission:

Letter of Introduction:

Clearly indicate the single contact, mailing address, telephone and facsimile numbers. Indicate the specific nature and relationship of any formal association or joint venture of the Proposer/ Respondent. Have the proposal signed by an officer of your firm with the authority to commit the firm.

Executive Summary:

Provide a summary which highlights your firm's Qualifications and approach for providing the required services.

Project Approach:

Describe your proposed approach to managing the project(s). Describe your experiences in determining the appropriate number of soil borings.

Firm Profile:

- a. Identification of the proposed **Firm** including address, telephone number and the date firm(s) and/or joint venture or association was formed. Include business structure (such as corporation, partnership, etc.).
- b. Areas of specialization of the firm.
- c. Size of firm and number of local employees.

Relevant Experience:

List of project experience of a similar scale for which geotechnical and site assessment was provided.

Team Information:

a. **Organization Chart:** Provide an organization chart for the specific team to be assigned to this project. Give a brief description of the roles of the personnel on the team.

b. **Experience:** Provide resumes of the Firm team showing relevant experience, education and level of commitment to this project and a schedule showing names and positions for all testing personnel, including administrative, managerial, field, laboratory technicians, and all related personnel.

References:

List three (3) references for services performed on similar projects in the last seven (7) years using staff proposed for this project team. Show names of organizations, the names, email addresses and phone numbers of persons who can be contacted regarding the projects. Persons to be contacted in regards to references should be those who are most familiar with the work of the individual(s) proposed for this project.

Fee Proposal:

Upon selection/ notification of the firm to provide geotechnical and site assessment services, provide CML with a fee proposal (separated out by project) to accomplish the work of each project, broken down as follows:

1. Basic services per the Scope of Work found within this RFQ and as defined by requests from the Architect-of-Record,
2. Additional optional services.

All fee amounts must include all associated costs including any required meetings, progress reports, and direct reimbursable costs (if any). Also provide an hourly rate for each team member for work that may exceed the Scope of Work. The selected firm must also provide a full/comprehensive unit rate list for all services offered by the geotechnical testing and assessment services firm.

Provide a fee for the following services:

1. **Geotechnical Investigation (Soils Report):** Investigation sites are defined as described in this request. Assume soil borings totals per site plans provided by the Architect-of-Record for the new building and parking areas. (See site plan provided by the Architect-of-Record for suggested boring locations). The fee proposal should include recommendations for the foundation and floor slab design as well as pavement design.
 - a. The soils engineer should contact the Owner and applicable utility companies for locations of all underground structures, utilities, and equipment so as to avoid damage to the existing facilities.
 - b. The soils engineer shall be responsible for determining the final location, quantity, and depth of borings required in order to obtain adequate data for their engineering analysis and recommendations based on information provided by the Architect-of-Record. Boring depths should be estimated based on typical depths used for borings in this area and the described type of construction, unless noted otherwise. Boring locations shown on the site plans provided by the Architect-of-Record are approximate, and shall be adjusted by this consultant as required to miss existing features. Provide

unit pricing for lineal foot variances from these estimated depths.

- c. The subsurface investigation report should include all information necessary for design of foundations and placement of fill, if necessary. The report should contain, at a minimum, the following information;
 - i. Recommendations for selection of type and design of foundations.
 - ii. Bearing capacity of the recommended foundations.
 - iii. Recommended bearing elevations, if applicable, including local minimum frost depths.
 - iv. Prediction of settlement of recommended foundations.
 - v. Recommendations for subsurface drainage systems for the completed structure, if necessary.
 - vi. Provisions to be taken against construction difficulties, if any.
 - vii. Any other aspects of soil conditions at the site, which may affect the design or selection of one alternative over another.
 - viii. Lateral load recommendation for the design of below grade walls.
 - ix. Recommendation for side slopes of open excavations to maintain stability, when applicable.
 - x. Side friction capacity for uplift resistance of foundations, when applicable.
 - xi. Site Class Definition, per (Ohio projects) OBC Table 1615.1.

Your fee proposal should include all costs needed to complete this work, including any temporary removal and replacement of pavement, spoils, permits, etc. and restoration of investigated areas to their current condition. Break out your fee by area, with a line item fee for each area.

2. **Design verification:** Although no design conclusions can be made at this time, building construction will generally be a single level concrete slab on grade with a structural steel frame.
 - a. Provide a separate fee for optional construction phase foundation verification services. These services are intended to verify compliance of construction operations with the recommendations of the geotechnical investigation and recommendations report.
3. **Phase I ESA:** Conduct a Phase I ESA Environmental Site Assessment and provide a report to the Owner on findings. Provide Phase I ESA study per current requirements of ASTM Standard No. E-1527 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process".
4. **Phase II ESA:** If warranted by findings of the Phase I Environmental Site Assessment, conduct a Phase II Environmental Site Assessment and provide a report to the Owner on findings. Provide Phase II ESA study per current requirements of ASTM Standard No. E-1903 "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process"

Part B: Material Testing and Inspection Services

SCOPE OF SERVICES

REQUIRED QUALIFICATIONS

Material testing shall be made by an accredited testing firm with a minimum of five years' experience for the type of testing to be performed. Sample/ testing of all materials shall be in accordance with the latest standards and in accordance with the Ohio Building Code Chapter 17. The testing firm must meet the requirements of the Construction Drawings and Specifications as outlined in specification sections regarding "Quality Control" and must perform all tests as identified throughout all sections of the Construction Specifications acting as the Owner's testing firm.

Additionally, the materials testing firm must be certified as follows; National Institute for Certification in Engineering Technologies (NICET) - Technicians certified in: Construction Materials Testing/Asphalt Construction Materials Testing/Soils Construction Materials Testing/Concrete

American Concrete Institute (ACI) –
Technicians certified as: ACI Concrete Field Testing Technician

American Welding Society (AWS)
Technicians certified as: Certified Welding Inspector

Laboratory Accreditation:
Certification of Accreditations from the American Association of State Highway and Transportation Officials (AASHTO) R-18 for Soil, Portland Cement Concrete, and Aggregates.

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 A, *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.

REQUIRED SERVICES:

Material testing and inspection services for the Library's projects will generally include, but are not limited to: initial site development, backfill compaction, foundation/footer bearing and installation, concrete placement, reinforcing steel (rebar) placement, structural steel erection, and spray on fire protection. The testing firm is

responsible for making it fully aware of the construction drawings and specifications for the project to identify and quantify all tests required. As each project design is completed, the Architect of Record will provide a "Statement of Special Inspections" required per Section 1704 of the Ohio Building Code to assist in identifying tests required. Final fee proposals for each project are to be based on this document and completed construction documents prepared by the Architect of Record. The completion date of the construction documents will vary by project. The selected testing firm will need to have enough staffing capacity to provide the required services, potentially on more than one project at a time. The testing firm will be required to coordinate scheduling of testing and subsequent test reports with the Library, the Architect, and the Construction Manager.

QUALIFICATIONS SUBMITTAL REQUIREMENTS:

This Request for Qualifications is intended to present the opportunity to demonstrate your ability to perform the tasks required and to present the innovative techniques, processes, methods and approach that your firm will bring to meet the program goal. Qualifications should be as brief as possible, but shall provide sufficient information to allow the Owner to evaluate the Consultant's approach, experience, staff and ability to perform the required work.

Please include the following information in the submission:

Letter of Introduction:

Clearly indicate the single contact, email and mailing addresses, telephone and facsimile numbers. Indicate the specific nature and relationship of any formal association or joint venture of the Proposer/ Respondent. Have the qualifications submittal signed by an officer of your firm with the authority to commit the firm.

Executive Summary:

Provide a summary which highlights your firm's qualifications and approach for providing the required services.

Project Approach:

Describe your proposed approach to managing the project, including distribution of tasks, and duration of which staff will be on site during what periods of time, etc. Describe how your work will be coordinated with the construction and design teams. Describe how you intend to determine the appropriate level of testing.

Firm Profile:

- a. Identification of the proposed Firm including address, telephone number and the date firm(s) and/or joint venture or association was formed. Include business structure (such as corporation, partnership, etc.).
- b. Areas of specialization of the firm.
- c. Size of firm and number of local employees.

Relevant Experience:

List of project experience of a similar scale for which materials testing and inspection was provided.

Team Information:

a. Organization Chart: Provide an organization chart for the specific team to be assigned to this project. Give a brief description of the roles of the personnel on the team.

b. Experience: Provide resumes of the Firm team showing relevant experience, education and level of commitment to this project and a schedule showing names and positions for all testing personnel, including administrative, managerial, field, laboratory technicians, and all related personnel.

References:

List three (3) references for services performed on similar projects in the last five (5) years using staff proposed for this project team. Show names of organizations, the names, email addresses and phone numbers of persons who can be contacted regarding the projects. Persons to be contacted in regards to references should be those who are most familiar with the work of the individual(s) proposed for this project.

Fee Proposal:

Upon selection/notification of the firm to provide testing and inspection services, provide the Library with a fee proposal (separated out by project) to accomplish the work of each project, broken down as follows:

1. Basic services per the Scope of Work found within this RFQ and as defined in the "Statement of Special Inspections" and the completed construction documents,
2. Additional optional services.

All fee amounts must include all associated costs including any required meetings, progress reports, and direct reimbursable costs (if any). Also provide an hourly rate for each team member for work that may exceed the Scope of Work. The selected firm must also provide a full/comprehensive unit rate list for all material tests offered by the testing firm.

Proposal Instructions

Proposals are to be prepared in such a way as to provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of this RFQ and provide sufficient information to fully establish the firm's ability to perform all of the actions, activities and functions described in this RFQ. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, completeness and clarity of content and should minimize extraneous marketing materials. Please clearly identify if you are submitting a response for Part A, Part B, or both.

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

Proposal Submission Requirements

Each Offeror must submit one (1) original signed in blue ink, six (6) copies, and one(1) MS-Windows formatted USB Flash Drive. All proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number CML#19-007 and title of the RFQ (A: Geotechnical and Site Assessment

Services and/or B: Material Testing and Inspection Services) clearly marked on the outside, addressed and delivered to:

Columbus Metropolitan Library
Attn: Wanda Dixon, Procurement Analyst
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 RFPQ. The Library is not responsible for any late mail or late special service deliveries.

Proposal Questions

All questions regarding this RFQ must be sent to procurement@columbuslibrary.org and must reference the RFQ Identification Number and title of the RFP no later than 5:00 p.m. on Friday, March 15, 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 22, 2019.

Selection Process

The Library's selection team will review all proposals and evaluate responses to the RFQ. Firms will be ranked, as required by the qualification-based selection process set forth in Ohio Revised Code Section 9.33, et seq. Multiple firms may be designated as qualified to conduct work with the Library on a variety of projects requiring outlined services in this RFQ.

At the conclusion of evaluation of proposals, the selection team will rank the firms on the basis of qualifications and begin contract negotiations with the firm or firms ranked most qualified for the projects being considered at this time. The Library may award work to a single or multiple firms. The Library may request a Master Contract to span multiple years with one or more qualified firms.

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

Evaluation Criteria

The Library will review all qualifications submittals and select the Firm most qualified to provide the requested services. The selection and ranking shall be based on the following criteria:

- Previous work experience and performance in performing similar projects.
- Education and relevant experience of proposed professional personnel and staffing plan.
- Written response to the RFQ.
- Overall qualifications of firm and assigned staff, including supplementary explanations, descriptions and documents.
- References.
- Willingness to execute CML's Standard Contract Agreement.

Projected Timeline

The projected timeline for this RFQ 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.

If a change is made to the RFQ process, it will be communicated to those organizations reflecting an interest in responding to the opportunity and through a notice published on the “Doing Business with the Library” page of the Library’s website www.columbuslibrary.org/about/doing-business.

Activity	Target Completion Date
Issuance of RFQ, Inquiry Period Begins	March 8, 2019
Inquiry Period End	March 15, 2019
Final Response to Vendor Questions	March 22, 2019
Proposal Due Date	March 29, 2019 at Noon
Evaluation and Selection of Qualified Firms	March 29 – April 19, 2019

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 make arrangements for EFT (electronic funds transfer).
5. 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
6. <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
Offeror's Diversity & Inclusion Participation Form

***Geotechnical and Site Assessment
Services and/or Material Testing and
Inspection Services***
RFQ Number: CML #19-007

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.**