

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

HVAC and Mechanical Preventative Maintenance

Issue Date: September 17, 2020

RFP Number: CML #20-009

Issued by

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

Deadline for Submittal

Thursday, October 15, 2020
No later than 12:00 NOON EST



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

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Request for Proposal (“RFP”) for *HVAC and Mechanical Preventative Maintenance* (“Project”). The RFP Identification Number is: **CML #20-009**.

Proposals must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 PM on 010/15/2020**.

Any Proposal (“Proposal”) arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m., seven (7) days prior to the proposals due date to procurement@columbuslibrary.org . All questions will be answered in the form of an addendum and posted on the CML website.

The proposer declares to have read and understood and agrees 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 and/or services at the prices proposed.

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

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

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

OVERVIEW

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

SCOPE OF WORK

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

GENERAL INSTRUCTIONS

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

The Proposer shall be given the opportunity by CML to examine the work site(s) prior to submitting a Proposal.

The Contractor is responsible for all requirements as provided in the RFP documents.

PRE-PROPOSAL CONFERENCE

A pre-Proposal conference will be held **virtually on Thursday 09/24/2020 at 10:00 AM** to discuss the requirements of this RFP and answer any questions. Interested proposers will be asked to RSVP to procurement@columbuslibrary.org, at which time they will be provided with a link to the pre-proposal meeting. An edited and annotated summary of the pre-proposal conference will published in the form of an addendum to the solicitation and will be made available on the Doing Business with CML page of the Columbus Metropolitan Library website, www.columbuslibrary.org.

On-site walkthrough may be scheduled as needed.

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 Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix E, *Proposer’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 Proposer 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 Proposer 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 Proposer 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 Proposer 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

1. Contractors are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Contractor.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Contractor's ability to perform all of the actions, activities and functions described in this RFP.
3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Proposal are entirely the responsibility of the Contractor and shall not be chargeable to the Library.
5. The Proposer must address all of the requirements listed in the Request for Proposal. All Proposals must be emailed to procurement@columbuslibrary.org, with the Proposal Identification Number **CML #20-009**, title, and Contractor name in the subject line of the email and the file names.

PROPOSAL SUBMITTAL

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate sealed envelopes/packages.

Each Technical Proposal package must be clearly marked "**CML #20-009 – HVAC and Mechanical Preventative Maintenance - Technical Proposal**" along with the Contractors Name in the filename of the Technical Proposal File.

Each Cost Proposal package must be clearly marked "**CML #20-009 – HVAC and Mechanical Preventative Maintenance - Cost Proposal**" along with the Contractors Name in the filename of the Technical Proposal File.

IMPORTANT: Technical Proposals must not contain cost or pricing information.

Columbus Metropolitan Library
Attn: Dan Jones, Procurement Buyer
djones@columbuslibrary.org
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Proposal Format and Content

To facilitate comparison of Proposals, Technical Proposals shall be organized into the following marked or tabbed sections:

1. Proposals must include a table of contents listing all sections:

- a. A cover letter, on the Proposer's letterhead, shall be submitted and shall include, but need not be limited to, the following information:
 - i. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal.
 - ii. A statement that the Proposal will be valid for 90 days.
 - iii. Identification of all the material enclosures submitted in response to this RFP.
 - iv. A summary of the submitted Proposal and a brief statement of the Proposer's qualifications to meet all requirements as described in this RFP.
- b. Executive-level summary of the proposed solution, which shall include but shall not be limited to:
 - i. The Contractor's Work Plan. The Work Plan must address exactly how the Contractor will provide all required services specified in this RFP.
- c. Statement as to the Contactor's particular abilities and qualifications to include, but not limited to:
 - i. Brief history of the company.
 - ii. Product and services offerings.
 - iii. Describe the core competencies.
 - iv. The number of years the Contractor has been in business.
 - v. Primary corporate location's address.
 - vi. The geographical area of operations and professional affiliations.
 - vii. Overview of the ownership structure of the company.
 - viii. All alliances and/or strategic partnerships with other companies.
 - ix. Size and composition of the organization.
 - x. Number of current customers.
- d. A description of the Contractors staffing plan for this project, which shall include but shall not be limited to:
 - i. The name of each team member that will be assigned to this project and their assigned role for each location.
 - ii. Copies of all applicable State of Ohio HVAC Licenses for members of the project team.
 - iii. A resume of experience, certifications, skills and abilities of each team member.
 - iv. A list of current clients that are represented by each of the members of the project team.
- e. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
 - i. Lawsuits, judgments, liens, bankruptcies, or claims made against the Contractor within five (5) years of the proposal due date.
 - ii. Debarment from entering into contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the proposal due date.
- f. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or

minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Contractor's response.

- g. References - The Contractor shall provide at least three (3) references for engagements within three (3) years of the proposal submission date.
- h. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
- i. The Contractor must include a completed W-9 Form.
- j. The Contractor must provide a Certificate of Insurance ("COI") with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.
- k. A completed Acknowledgement of Addenda form.
- l. A list of all assumptions and exceptions to the specifications outlined in the RFP.

2. Completed Acknowledgement of Addenda Form – See Appendix G

COST PROPOSAL

The Cost Proposal package shall contain the following items:

- 1. Completed Price Proposal Form – Appendices A and B
- 2. Completed Proposer's Diversity & Inclusion Participation Form – Appendix E

The Proposal shall contain all price information in the format specified on the Cost Proposal Form.

Proposers may not amend, alter or omit any items on the Price 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 CML. Prices offered shall be all-inclusive and shall remain fixed for the duration of the agreement. CML is a tax-exempt entity.

ADDITIONAL INFORMATION

- 1. Addenda to this RFP will be posted on the Columbus Metropolitan Library Website: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the RFP opening. Proposers are responsible for information provided in any issued addenda. Proposers are required to acknowledge the receipt of all RFP addenda by using the supplied "Acknowledgement of Addenda" form.
- 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 Proposer's acknowledgment that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Proposer 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. seven (7) days prior to the proposal due date. CML will post written responses to all properly received questions no later than five (5) days prior to the proposal due date** 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.

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 | September 17, 2020 |
| Pre-Proposal Conference | September 24, 2020 (10:00 AM) |
| Inquiry Period Ends | October 7, 2020 (5:00 PM) |
| Final Response to Vendor Questions | October 9, 2020 (5:00 PM) |
| Due Date | October 15, 2020 by 12:00 p.m. (Noon) |
| Selection of Successful Proposer | TBA |

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

SUMMARY OF WORK

Qualifications

The Contractor is required to be in possession of a valid State of Ohio HVAC license issued by the Ohio Department of Commerce and must be in good standing for the duration of this Agreement. If a license is terminated or suspended during the term of this Agreement, CML shall have the right to immediately terminate this Agreement.

When submitted a Proposal for any buildings that have Daikin units, identified in the list of locations below with a "(D)," the Proposer must have current Daikin certified technicians perform preventive maintenance and any corrective maintenance. **These specific certified individuals must be listed by name, and show proof of their current Daikin certification as part of this RFP. In addition, all certified Daikin technicians must be certified at all times during the life of the contract for the specific piece of equipment on which they are performing preventive or corrective maintenance.**

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

List of Preventive Maintenance Locations

| Location | Address | City | ZIP |
|---------------------|------------------------|----------|-------|
| Driving Park (D) | 1422 E Livingston Ave | Columbus | 43205 |
| Hilliard | 4500 Hickory Chase Way | Hilliard | 43026 |
| Dublin (D) | 75 N. High Street | Dublin | 43017 |
| Main Library | 96 S. Grant Ave | Columbus | 43215 |
| MLK (D) | 1467 E. Long St. | Columbus | 43203 |
| Northern Lights (D) | 4093 Cleveland Ave | Columbus | 43224 |
| Northside (D) | 1423 N. High St | Columbus | 43201 |
| Parsons (D) | 1113 Parsons Ave | Columbus | 43206 |
| Shepard (D) | 850 N Nelson Rd | Columbus | 43219 |
| Whitehall (D) | 4445 East Broad St | Columbus | 43213 |

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

List of Possible Corrective Maintenance Locations

| Location | Address | City | ZIP |
|-------------------------|---------------------|------------------|------------|
| Canal Winchester | 115 Franklin St | Canal Winchester | 43110 |
| Karl Road | 5590 Karl Rd | Columbus | 43229 |
| Franklinton | 1061 W. Town St. | Columbus | 43222 |
| Gahanna | 310 Granville St | Gahanna | 43230 |
| Hilltop | 511 S. Hague Ave. | Columbus | 43204 |
| Linden | 2223 Cleveland Ave | Columbus | 43211 |
| Livingston | 3434 Livingston Ave | Columbus | 43227 |
| Marion Franklin | 2740 Lockbourne Rd | Columbus | 43207 |
| New Albany | 200 Market St | New Albany | 43054 |
| Reynoldsburg | 1402 Brice Rd | Reynoldsburg | 43068 |
| South High | 3540 S. High St | Columbus | 43207 |
| Southeast | 3980 S. Hamilton Rd | Groveport | 43125 |
| Whetstone | 3909 N. High St | Columbus | 43214 |

SCOPE OF WORK

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

Preventative Maintenance

1. Routine seasonal preventative maintenance will be conducted twice a year per the HVAC PM Schedule (Appendix A). The specific days of the month will need to be scheduled with CML’s Property Management Department. All preventative maintenance shall be performed during the hours of 7:00 AM through 3:00 PM Monday – Friday unless specified by CML Maintenance.

2. Awarded Contractor will be required to follow the attached preventative maintenance checklists (Appendix D) and all manufacture maintenance instructions. CML Property Management will work with the awarded Contractor to ensure the preventative maintenance is comprehensive.
3. Additional work within the preventative maintenance agreement will include annual belt changes, condensation tablets, belts, and filter changes on all units as part of the annual preventative maintenance visit. Belts and Filters will be supplied by CML. Awarded Contractor shall include all other supplies such as cleaning solutions, condensation tablets, etc. at no additional cost.
4. A full report of each unit addressing any concerns or issues shall be provided upon the completion of the inspection via email to CML Property Management.
5. Proposer agrees to address simple repairs, including any mechanical issues that are found on a PM and can be repaired for under one thousand dollars (\$1,000.00), while on-site, in order to reduce downtime and total repair costs. Contractor should contact CML Maintenance staff via a phone call prior to starting repair service to seek approval. Services required in excess of one thousand dollars (\$1,000.00) require prior written approval of CML.
6. Any issues that cannot be corrected during the time of the preventive maintenance must be quoted out and emailed to CML Maintenance Management for approval and scheduling.
7. Awarded Contractor will perform preventive maintenance audits on 10% of all completed PMs with CML property management and will be required to email all audit reports directly to the CML Operations Manager.
8. CML reserves the right to delay, cancel, or change the schedule of all PM services.

Hours & Response Time

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

Equipment Repair

1. CML reserves the right to repair any items with in-house labor if deemed necessary.
2. Awarded Contractor shall list the CML equipment number (EPN) stickered on all HVAC units on their service tickets as well as on the invoice.
3. CML may request that the awarded Contractor provide a written quote for any repairs at any CML locations. CML will not pay for any third party quoting services.

4. Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first. Repairs to equipment outside of OEM warranty will be repaired under the terms of the service agreement. All components deemed defective will be replaced with new OEM approved parts or equivalent. Awarded Contractor is required to file for any and all manufactures warranty regardless of who installed the HVAC unit.
5. The Contractor shall provide one (1) year of warranty on parts and labor for all corrective maintenance and repair, in addition to any manufacturer warranty.
6. The contractor shall provide a list to CML Maintenance once a year, of all used refrigerants by location and equipment.

Equipment

1. The Contractor shall have sufficient equipment to provide all preventative maintenance services, with the exception of cranes and lifts greater than 50'. In the event a crane or lift is needed, the Contractor shall be responsible for renting the needed equipment at its own expense.
2. Proposer's work vehicles shall be identified with company name, and must be in good, working order and shall be fully insured in accordance with the terms and conditions of this agreement.
3. The Contractor shall own or lease a minimum of two (2) Daikin Service Checkers and shall operate the current software version while servicing CML owned Daikin equipment.

Other Terms & Conditions

1. CML reserves the right to reject any proposals and or quotes.
2. The Contractor will be provided with access to CML's work order data base system for HVAC work orders and scheduling of service. The Contractor may be provided with additional CML system access on an as-needed basis, such as Smartsheet.
3. Awarded Contractor shall follow the provided preventative maintenance checklist (Appendix D) and provide a service report following each service.
4. Awarded Contractor shall coordinate all maintenance and repair work with CML in writing, at least twenty-four hours prior to a company representative providing non-emergency services at a CML location.
5. Awarded Contractor shall not sub-contract any of the Work to any other company without the prior written approval of CML.
6. In the event of a discrepancy between a quoted price and an invoice for materials or Services, the Contractor shall include a written explanation of the difference and may be asked to revise the initial diagnosis and quote for materials and/or services.
7. Awarded Contractor shall perform the Work in accordance with all local, state, and federal regulations and applicable manufacturer recommendations.
8. CML reserves the right to increase and or decrease the amount of preventive maintenance is being performed as part of the Contract.

9. Any damage to a facility done by the awarded Contractor will be the responsibility of the Contractor to repair as required and supervised by CML's Property Management at the Contractor's expense.
10. CML reserves the right to request additional information from any Contractor, reject any or all proposals, to waive any irregularity in the proposals, and to not guarantee a minimum value for the contract to be awarded. The cost for developing the submittal is the sole responsibility of the Contractor.
11. Contractors are hereby notified that during the term of this Agreement, CML may undertake building renovations and relocations that may result in the removal, addition, suspension, termination or modification of work needed at any particular site. In such instances, the Contractor and CML will work in good faith to jointly modify the scope of work and applicable pricing for any or all sites.

Payments

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

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

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

Additional Pricing Instructions

This RFP will require two (2) cost proposals:

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

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

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

Award

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

Term

The term of the Contract will be for one (1) year, fixed pricing, with two (2) optional one (1) year extensions.

SELECTION PROCESS

A. Selection Process

1. CML will form an evaluation committee comprised of members of Maintenance and other relevant departments, to review and evaluate Contractor proposals. The following criteria weights will be assigned:
 - a. Quality of the Contractor’s Technical Solution – 700 Points (Per Appendix F)
 - b. Cost Score – 300 Points
 - c. Total allowable Points - 1,000 points
2. CML may invite any or all Proposers to present an oral presentation on the specifics of their technical and/or price submission. Proposers will be provided with sufficient notice to prepare. All oral presentations will be conducted virtually.
3. Members of the evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations.
4. The final score will be collected and recorded by the CML procurement staff.

B. Evaluation Criteria

1. Technical Proposal

- a. Members of the evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will utilize the evaluation form in Appendix C and apply the scoring formula outlined below:

| | | |
|-----------|----------------|--|
| Zero (0) | Unsatisfactory | Does not conform to requirements. |
| One (1) | Poor | Conforms to requirements in a limited manner. |
| Two (2) | Satisfactory | Generally meets requirements with limitations. |
| Three (3) | Good | Meets CML requirements as written. |
| Four (4) | Excellent | Meets and generally exceeds requirements as written. |
| Five (5) | Outstanding | Exceeds requirements in all aspects. |

- b. Members of the evaluation committee will review the completeness and comprehensiveness of all Contractor proposals. Scores will be averaged for each responsiveness criteria to determine a Contractors score. That score will be multiplied by the criteria weight to establish the extended score for that responsiveness criteria. All extended scores will be added together to establish the Contractors weighted technical score.

- c. Emphasis will be placed on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Contractor, Contractor qualifications, quality of the proposed solution, organizational history and capacity, experience, and references. The evaluation form that will be used can be found in Appendix C.
- d. CML will calculate the weighted technical score in the following manner:

Formula:

(Contractor's Total Score/Total Maximum Points) x 700 Points = weighted technical score

Example:

(Contractor's Total Score (60) /Total Maximum Points (100)) x 700 Points = 420 Points (of a possible 700)

2. Cost Score

- a. The Contractors Total Price shall be calculated based on the quantity of services multiplied by the net price. The lowest responsive proposal will be awarded the maximum amount of points for this category, based upon the formula below.

Formula:

(Lowest Responsive Price Proposal/ Contractor Proposal Submission) x 300 Points = Cost Score

Example:

(Lowest Responsive Price Proposal (\$100,000) / Contractor Proposal Submission (\$110,000)) x 300 Points = 273 Points (of a possible 300).

Note- Only the Preventative Maintenance cost will be factored into the total cost score. The on-call rates are independent of this evaluation.

- 3. The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,000 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 Proposer's that respond will receive notification if they have been selected or not.

Columbus Metropolitan Library

Procurement Department

Standard Contract Terms and Conditions

Contract Components. Entirety. Changes Interpretation

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

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

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

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

Standard Invoice and Payment

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

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

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

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

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

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

Delivery

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

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

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

Contract Cancellation: Termination: Remedies

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

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

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

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

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

Remedies for Default:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS:

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

Appendix A
Preventative Maintenance Cost
HVAC and Mechanical Preventative Maintenance
RFP Number: CML #20-009

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

Appendix B
Corrective Maintenance Cost
HVAC and Mechanical Preventative Maintenance
RFP Number: CML #20-009

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

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

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

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

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

Appendix C
HVAC Inventory
HVAC and Mechanical Preventative Maintenance
RFP Number: CML #20-009

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

Appendix D
Task Lists
HVAC and Mechanical Preventative Maintenance
RFP Number: CML #20-009

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

Appendix E
Proposer's Diversity & Inclusion Participation Form
HVAC and Mechanical Preventative Maintenance
RFP Number: CML #20-009

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

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

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Proposer 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 Proposer's commitment of total workforce hours for Minority Workforce participation on the project is: _____%.

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

**Appendix F
Evaluation Tool**

**HVAC and Mechanical Preventative Maintenance
RFP Number: CML #20-009**

| <u>Responsiveness Criteria</u> | <u>Criteria Weight</u> | <u>Score (0-5)</u> | <u>Extended Score</u> |
|--|------------------------|--------------------|-----------------------|
| Technical Evaluation | | | |
| 1. Quality and comprehensiveness of the Proposal: a. Demonstrated understanding, by the proposer, of the Library and the Library's requirements. b. Qualifications and ability to perform. c. Responsiveness and adherence to RFP instructions. | 30 | | |
| 2. Quality of the proposed solution includes, but is not limited to, the following: a. Comprehensive Work Plan per the RFP. b. Proposer's Staffing Plan. c. Demonstrated ability of Proposer to meet requirements. | 40 | | |
| 3. Proposer's experience on projects of similar scope. | 20 | | |
| 4. Input from reference contacts. | 10 | | |
| | | | |
| Weighted Technical Score | | | |
| | | | |
| Cost Evaluation | | | |
| Weighted Cost Score | | | |
| | | | |
| Total Composite Score (Weighted Technical Score + Weighted Cost Score) | | | |

The weighted points will be multiplied times the numbers of Criteria's listed above for a maximum total of 700 points (5 points X 100) for the Technical Score.

Members of the evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will utilize the evaluation form in Appendix C and apply the scoring formula outlined below:

| | | |
|-----------|----------------|--|
| Zero (0) | Unsatisfactory | Does not conform to requirements. |
| One (1) | Poor | Conforms to requirements in a limited manner. |
| Two (2) | Satisfactory | Generally meets requirements with limitations. |
| Three (3) | Good | Meets requirements as written. |
| Four (4) | Excellent | Meets and generally exceeds requirements as written. |
| Five (5) | Outstanding | Exceeds requirements in all aspects. |

Appendix G
Acknowledgement of Addenda
HVAC and Mechanical Preventative Maintenance
RFP Number: CML #20-009

Project Description: HVAC and Mechanical Preventative Maintenance

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____

Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____

Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II: Check Box if Applicable: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____