

## COLUMBUS METROPOLITAN LIBRARY

# Request for Proposal

## Comprehensive Parking Garage Appraisal

Main Library, 96 South Grant Avenue, Columbus, OH 43215

**August 31, 2018**

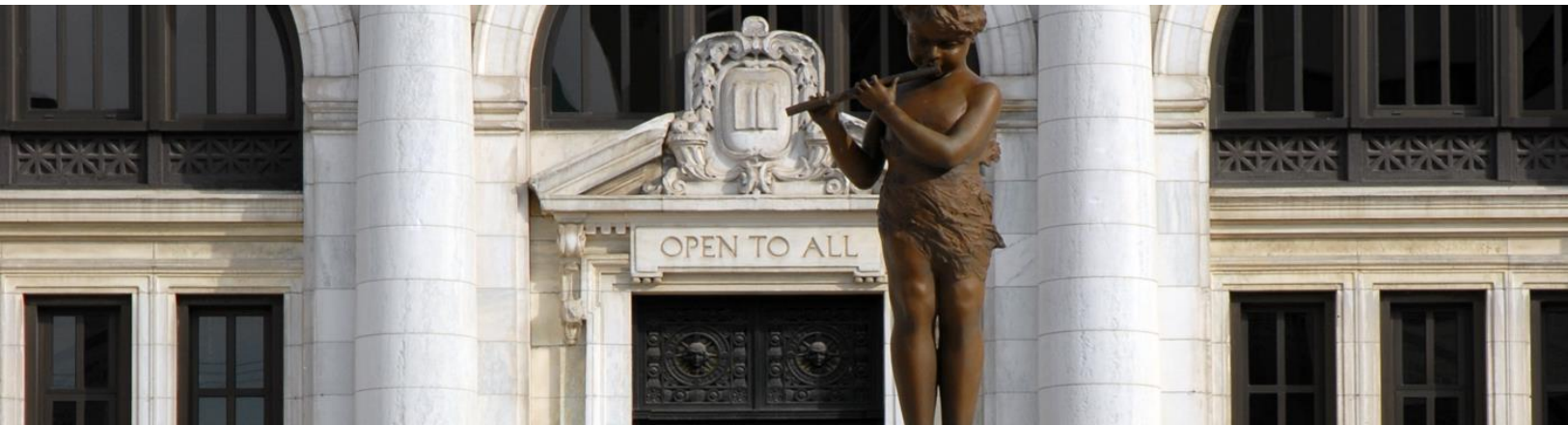
**RFP CML # 18-016**

### **Issued by**

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

### **Deadline for Submittal**

Friday, September 28, 2018  
No later than 12:00 NOON EST



Lewanda Blackshear, Procurement Buyer  
 Procurement Department  
 Telephone: (614) 849-1029; FAX: (614) 849-1134  
[lblackshear@columbuslibrary.org](mailto:lblackshear@columbuslibrary.org)

## REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) *Comprehensive Parking Garage Appraisal* (the “Project”). The Proposal Identification Number is: **CML # 18-016**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than 12:00 Noon on Friday, **September 28, 2018**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be considered late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. on **Wednesday, September 19, 2018** to: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

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

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

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

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL**

## **Project Overview:**

The Columbus Metropolitan Library is seeking competitive sealed proposals (“Proposals”) from qualified and experienced consultants capable of timely and cost-effective structural appraisal services throughout all levels of the Main Library Parking Garage.

## **Description:**

Underground parking structure with approximately 378 spaces on five split levels. Post tension concrete parking structure was opened in 1991 as part of a building expansion. The parking structure entrance and exit are on Library Park N. on the north side of the Library. The following is a list of attributes:

1. Approximate Footprint: 236’ 5” (east-west) x 168’ 4” (north-south)
2. Type of Construction: Cast-in-place post-tensioned concrete.
3. Number of Levels: 5 (4 below grade, 1 above ground)
4. Functional Layout: Split Level
5. Entrances/Exits: North Façade at Level 4; 1 entry lane, 2 exit lanes
6. Elevators: 3 (single unit and one bank of 2 elevators)

## **SCOPE OF SERVICES:**

To conduct a comprehensive condition appraisal that includes, but not limited to, the following:

1. Identify areas of physical surface deterioration, deficiencies, and potential hazards.
2. Identify structural deterioration, deficiencies, and potential hazards.
3. Investigate source of water infiltration in the lowest (P1) level. Provide recommendation for managing.
4. Perform a condition assessment of the post tension concrete deck and expansion joints.
5. Provide a comprehensive list of recommendations to extend the useful service life of the parking structure.
6. Provide an opinion of probable construction costs to implement the corrective measures.

Lighting, Electrical, Entry/Exit controls, HVAC, and Way Finding to the extent of their impact on physical and structural are not include in the scope of this evaluation.

## **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 Proposal.

A completed Offeror’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Attachment 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.

## PROPOSAL SUBMISSION REQUIREMENTS

The Offeror must address all of the requirements listed in the Request for Proposal. All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #18-016** and title of *Comprehensive Parking Garage Appraisal* clearly marked on the outside, addressed and mailed to the below address.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "**CML # 18-016 RFP Comprehensive Parking Garage Appraisal – Technical Proposal**" on the outside of each Technical Proposal package's envelope. Each Cost Proposal package must be clearly marked "**CML # 18-016 RFP Comprehensive Parking Garage Appraisal – Cost Proposal**" on the outside of each Cost Proposal package's envelope. Refer to Table 2 for the Proposal Cost Form to be used.

The Proposal package must also include electronic versions of the Technical and Cost Proposals on separate and clearly labeled flash drives. In a separate sealed envelope labeled "**CML #18-016 – Comprehensive Parking Garage Appraisal - Electronic Submission**", the Proposal package must include an electronic submission of two (2) MS-Windows formatted USB Flash Drives. Please clearly label each flash drive in accordance with its file contents as "**CML #18-016 Technical Proposal**" or "**CML #18-016 Cost Proposal**".

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

Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) hardcopies for a total of five (5) Technical and five (5) Cost Proposals in its package, plus electronic versions of each, to the following:

Columbus Metropolitan Library  
**Attn: Lewanda Blackshear, Procurement Buyer**  
96 S. Grant Avenue  
Columbus, OH 43215

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

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

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

## **PROPOSAL INSTRUCTIONS**

Offerors are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Offeror.

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

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.

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

## **PROPOSAL QUESTIONS**

Any questions or clarifications regarding this RFP must be sent to the following address: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and reference the Proposal Identification Number **CML #18-016** and title of the RFP (*Comprehensive Parking Garage Appraisal*).

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

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

Answers to all questions will be documented and posted on the "Doing Business with the Library"

page of the Library’s Website at: [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business). Answers will be posted no later than 5:00 p.m. two business days after the inquiry period ends.

**PROPOSAL FORMAT**

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

1. Offeror Description: Provide a brief description of the Offeror’s company/organization including the Offeror’s size and area of specialization.
2. Provide a brief statement summarizing how the Offeror is particularly qualified for this project.
3. Project Schedule/Installation Plan (“Work Plan”): The Offeror shall submit a schedule, itemized by area/garage level, for completing the scope of work. Offeror shall describe its approach to completing the Project, including, but not limited to, the total duration (in days), detailed phasing plan, what subcontractors will be hired for specific scopes of work, when work will be performed (during regular hours or after hours, or both), etc.
4. Comparable Projects: Description of related, recent project experience specific to similar appraisal projects and the role of key staff.
5. References: Three (3) references, including current contact name, e-mail address and phone number for similar projects.
6. The Offeror must include a completed W-9 Form.
7. The Offeror 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.

**SELECTION PROCESS**

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

The scale below (0-4) will be used to rate each Proposal on the criteria listed in Table 1.

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

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

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

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

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

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

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

## **Evaluation Criteria**

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

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

1. Quality and comprehensiveness of the Proposal & qualifications.
2. Quality of the proposed solution.
3. Offeror's experience on projects of similar scope.
4. Input from reference contacts.

Refer to Table 1 for specific criteria and respective weights.

## **Evaluation and Selection**

Proposals will be analyzed against selection criteria to determine if an Offeror will be invited for an interview. The interview process will further determine suitability of the offeror's proposal, scope of work and fit with CML culture and criterion

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

### **Evaluation of Technical Proposal**

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

TABLE 1 - TECHNICAL PROPOSAL EVALUATION

<b><u>Responsiveness Criteria</u></b>	<b><u>Weight</u></b>	<b><u>Score</u></b>	<b><u>Ext'd</u></b>
1. Quality and comprehensiveness of the Proposal: a. Demonstrated understanding, by the Offeror, of the Library and the Library's requirements b. Responsiveness and adherence to RFP instructions.	30		
2. Qualifications and ability to perform. a. Comprehensive Work Plan per the RFP. b. Offeror's Staffing Plan, including Subcontractors. c. Demonstrated ability of Offeror to meet all RFP requirements. d. Schedule/Completion timeline e. Plan for protecting materials / components.	30		
3. Offeror's experience on projects of similar scope.	30		
4. Input from reference contacts.	10		
<b>Total Technical Score:</b>			
<b>Total "Not to Exceed" Cost Score</b>			
<b>Total Overall Score:</b>			

The weighted points will be multiplied times the numbers of Criteria's listed above for a maximum total of 400 points (4 points X 100) for the Technical Score. Cost Score maximum is 100 points.

**Evaluation of Cost Proposal**

CML will rank costs on a relative bases for a maximum total of 100 points for the Cost Score.

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



Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table (Table 1). "Cost" = **Total Not-to-Exceed Cost** identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

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

## **COST PROPOSAL**

Refer to Table 2 for the Cost Proposal submission form.

**Reimbursable expenses will not be permitted. Quoted rates should be all inclusive of labor, materials, etc.**

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

**Total Points = Technical Proposal + Cost Proposal = \_\_\_\_\_ pt**

The maximum possible score is 500 points.

CML reserves the right to disqualify Proposals having costs that appear unrealistic or significantly understated from the services offered.

### **Evaluation Criteria**

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

### **Evaluation and Selection**

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

### **Contract Award**

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

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

**Projected Timeline:**

<b>Schedule of Events</b>	<b>Date</b>
RFP Release	August 31, 2018
Deadline for Questions	September 19 , 2018 (no later than 5:00pm)
Proposals Due to CML	September 28, 2018 (NLT 12:00 Noon)
Contract Award	TBD
Work to Begin	TBD

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

Columbus Metropolitan Library  
Procurement Department  
**Standard Contract Terms and Conditions  
for Professional Services**

**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 Professional services on the basis of a SOW submitted to CML in response to a request (referred to as the Consultant 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 services under this Contract from the Consultant directly. The Consultant may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

**Subcontracting:** The Consultant may not enter into subcontracts for the Work after award without written approval from CML. The Consultant will not need CML’s written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Consultant unless expressly stated otherwise in the Contract.

CML’s approval of the use of subconsultants does not mean that CML will pay for them. The Consultant will be solely responsible for payment of its subconsultant and any claims of subconsultants for any failure of the Consultant or any of its other subconsultants to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Consultant will hold CML harmless for and will indemnify CML against any such claims.

Further, CML will consider the Consultant to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Consultant will be fully responsible for any default by a subconsultant, just as if the Consultant itself had defaulted.

If the Consultant uses any subconsultants, each subconsultant must have a written agreement with the consultant. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subconsultant all provisions of this Contract that would be fully effective only if they bind both the subconsultant and the Consultant. Among such provisions are the limitations on the Consultant's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subconsultants. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Consultant fail to pass through any provisions of this Contract to one of its subconsultants and the failure damages CML in any way, the Consultant will indemnify CML for the damage.

## **Standard Invoice and Payment**

**Invoice:** The Consultant shall submit invoices to [accountspayable@columbuslibrary.org](mailto: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 Consultant noting the areas of discrepancy.

**Payment:** In consideration for the Consultant’s performance, CML will pay the Consultant at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT)*. For all transactions, the Consultant 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 services it has received and accepted, unless otherwise indicated herein.

**Taxes:** Columbus Metropolitan Library is exempt for all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

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

**Contract Renewal:** This contract may be renewed solely at the discretion of CML for a period of one (1) year. 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 (2) years.

## **Delivery**

**F.O. B. The Place of Destination:** The Consultant must provide the 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.

**Time of Delivery:** If the Consultant is not able to deliver the services on the date and time specified by CML ordering department on the ordering document, the Consultant must coordinate an acceptable date and time for delivery. If the Consultant is not able to, or does not, provide the 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. The Consultant will perform the professional services with due and reasonable diligence consistent with sound professional practices.

## **Contract Cancellation; Termination; Remedies**

**Contract Cancellation:** If a Consultant 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 Consultant’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 Consultant.

- B. Cancellation by Unremedied Default: If a Consultant's default may be cured with a reasonable time, CML will provide written notice to the Consultant specifying the default and the time within which the Consultant must correct the default. If Consultant fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Consultant. If CML does not give timely notice of default to Consultant, 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 Consultant for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Consultant of its third default, CML may cancel this Contract without providing Consultant with an opportunity to cure, if the Consultant defaults a fourth time. CML shall provide written notice of the termination to the Consultant.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Consultant does not pay its subConsultants within 30 days of payment to the Consultant by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Consultant if a petition in bankruptcy or similar proceedings has been filed by or against the Consultant.

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

**Remedies for Default:**

A. Actual Damages. The Consultant is liable to CML for all actual and direct damages caused by the Consultant's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Consultant, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Consultant's default, from the Consultant.

B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Consultant's default from any part of the price still due on the Contract, after CML has provided prior written notice to Consultant of such default and intent to deduct damages from the Contract Price.

**Force Majeure:** If CML or Consultant 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 Consultant 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:** Consultant 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 Consultant's negligence in the performance of

professional services under this Contract, including the performance by Consultant's employees and agents and any individual or entity for which the Consultant is responsible.

**STANDARD OF CARE** - Consultant shall provide its services in accordance with current, accepted professional standards appropriate for the size, complexity, schedule and other characteristics of the Project in the jurisdiction where the Project is located ("Standard of Care"). Regardless of any other term or condition of this **Contract**, Consultant makes no express or implied warranty of any sort. All warranties, are expressly disclaimed.

**COMPLIANCE WITH CODES AND STANDARDS** - The Consultant shall, consistent with the Standard of Care, endeavor to incorporate those publicly announced federal, state, and local laws, regulations, codes and standards that are applicable at the time the Consultant renders the services. In the event of a change in laws, regulations, et al., of which the Consultant becomes aware and which the Consultant believes affects work under the Contract, the Consultant shall inform the CML of the change and its impact on work already done or to be done, fees and costs involved, and scheduling. If either the CML or the Consultant believes the change requires a renegotiation of the Contract, both the CML and the Consultant agree to bargain promptly and in good faith, to permit the Consultant to continue to meet the CML needs. If a renegotiated Contract cannot be agreed upon, the CML agrees that the Consultant has an absolute right to terminate the Contract.

**CONSEQUENTIAL DAMAGES** - Neither the CML nor the Consultant shall be liable to the other for any indirect or consequential damages of any kind or nature. This mutual waiver of consequential damages shall include, but not be limited to, loss of profit, loss of business or income or any other consequential damages that either the CML or the Consultant may have incurred from any cause of action whatsoever.

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

**Publicity:** Consultant and any of its subConsultants may not use or refer to this Contract to promote or solicit Consultant's or subConsultant's supplies or services. Consultant and its subConsultants 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 Consultant 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 Consultant, and any agent of the Consultant, 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 Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Consultant to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Consultant 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 Consultant 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 Consultant. Any Consultant, broker, or subConsultant 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 Consultant 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 Consultant's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division 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 Consultant'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 Consultant for immediate correction. If the Consultant fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division to resolve the issues.

**Professional Liability:** The Consultant shall obtain and maintain professional liability insurance coverage for claims arising from the negligent performance of professional services under this contract with a \$3,000,000 annual aggregate and a \$1,000,000 per occurrence limit. The Consultant shall furnish a copy of the proposed policy to CML for its review and approval.

**LIMITS OF LIABILITY** - In recognition of the relative risks and benefits of the project(s) to both the CML and the Consultant, the CML agrees, to the fullest extent permitted by law, to limit the Consultant's total liability to the CML or anyone making claims through the CML, for any damages or claims expenses (including attorney's fees) whatsoever arising out of this agreement, from any and all causes to an amount equal to the net available coverage of the professional liability insurance of the Consultant.

#### **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. The CML is not responsible for any work or services provided by Consultant prior to the issuance of a P.O. by CML.
3. Consultant will supply its own tools and materials.
4. Consultant 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 Consultant. The W9 form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Please fill out the form and return with the signed contract to the Purchasing Division of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or email [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).



Table 2  
**Cost Proposal**  
CML RFP 18-016

Total "Not To Exceed" Project Cost: \$ \_\_\_\_\_

Offeror Name: \_\_\_\_\_

Exclusions: \_\_\_\_\_

**Attachment A  
Offeror's Diversity & Inclusion Participation Form**

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

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

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

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$

<b>A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS</b>	\$
<b>TOTAL BID</b>	\$
<b>B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)</b>	%

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 Offeror, 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 Offeror, were actively and aggressively undertaken by the Offeror, to reach such goals.**