

# COLUMBUS METROPOLITAN LIBRARY

## Invitation to Bid

### Walk Off Mats

**Issue Date: October 6, 2017**

**ITB Number: CML # 17-024**

**Issued by:**

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

**Deadline for Submittal:**

November 3, 2017  
No later than 12:00 Noon



Dan Jones, Procurement Buyer  
 Procurement Department  
 Telephone: (614) 849-1028; FAX: (614) 849-1134  
[djones@columbuslibrary.org](mailto:djones@columbuslibrary.org)

**INVITATION TO BID COVER SHEET**

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for *Walk Off Mats*. The ITB Identification Number is CML 17-024.

Bids must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Friday, November 3, 2017**. Any bid (“Bid”) arriving after 12:00 Noon 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. on Monday, October 23, 2017 to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

The bidder (“Bidder”) declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this ITB and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

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

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

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.**

## **OVERVIEW**

The Columbus Metropolitan Library is seeking competitive bids for Walk Off Mats for its various branch locations, and the Operations Center based on the specifications described in Attachment A, herein.

## **BID REQUIREMENTS**

The Bidder is responsible for all information contained in any addenda issued.

All responses shall be in the following prescribed format.

### **Bid Instructions**

Each Bidder must submit its costs. Bidder must use the Bid Price Submission Form included as a separate document in the listing for the ITB. Each Bidder must submit one (1) original, completed and signed in blue ink, and four (4) copies for a total of five (5) complete Bid packages. Bidder shall also include an electronic copy of the bid.

Bids are due no later than the Bid due date, at 12:00 noon. Bids submitted by e-mail or fax are not acceptable and will not be considered. Bids must be submitted to:

Columbus Metropolitan Library  
**Attn: Dan Jones, Procurement Buyer**  
96 South Grant Avenue  
Columbus, OH 43215

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

Bids will be accepted until the time marked on the legal notice of the ITB. The Library is not responsible for any late mail or special service deliveries

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

1. **Cover Letter**

A cover letter, on the Bidder's letterhead, shall be submitted and shall include, but need not be limited to, the following information:

- A. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
- B. A statement that the Bid will be valid for 180 days.
- C. Identification of all the material enclosures submitted in response to this ITB.
- D. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet the needs as described in this ITB. This information shall include:

- I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.
  - II. The name, address and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
  - F. A statement that the Bidder understand all requirements of the ITB.

2. Project Overview (“Work Plan”)

The Work Plan should include a detailed description as to how the Bidder will deliver on every aspect of the Project.

3. Bidder’s Qualifications

Information included in this section shall include, but not be limited to, the following:

- A. A Statement of Affirmation as to Bidder’s ability to perform the Work.

4. Description of Services and Staffing (“Staffing Plan”)

The Staffing Plan will outline who will do the Work, including subcontractors.

Include the number of employees employed by the Bidder’s company.

5. Response to Scope of Services Requirements

A statement as to how the services will be provided.

6. Completed Bid Price Schedule

Bidder shall submit its fees per Attachment A.

**EVALUATION CRITERIA**

- 1. Bids will be evaluated based on the Annual Total Cost.

## **ADDITIONAL INFORMATION**

1. Addenda to this ITB will be posted on the CML website at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business) at least five (5) business days prior to the ITB opening. Bidders are responsible for any information provided in any and all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detailed 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.

## **ITB & BID QUESTIONS**

Any questions or clarifications regarding this ITB must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and reference the ITB Identification Number and title of the ITB no later than 5:00 p.m. Monday, October 23, 2017.

Answers to all questions will be documented and posted to our website at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business). The Library will make every attempt to respond to questions within 48 hours of receipt. Regardless, answers will be provided no later than Wednesday, October 25, 2017.

## **PROJECTED TIMELINE**

The projected timeline for this ITB process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses.

<b>Activity</b>	<b>Target Completion Date</b>
Issuance of ITB Inquiry Period Begins	October 6, 2017
Inquiry Period Ends	October 23, 2017 @ 5:00 pm
Final Response to Vendor Questions	October 25, 2017
Due Date	November 3, 2017 by 5:00 pm
Selection of Successful Bidder	TBD

## **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 and/or EDGE 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.

## **WALK OFF MAT SERVICE SPECIFICATIONS**

- A. Walk off mats for all CML Branch locations will be removed and professionally cleaned on a weekly basis (at a minimum of 52 times per year).
- B. Removal times from CML branch locations must be between the hours of 9:00 A.M. and 3:00 P.M. Monday through Friday. CML's Operations Manager is to be provided with a weekly pickup schedule for each Branch.
- C. Only one (1) invoice per month for all locations will be accepted and processed. Invoices to CML will be itemized per CML Branch location.
- D. Damaged or stained mats must be replaced within 24 hours of notice by CML.
- E. All mats must meet or exceed the standard specification sheet included in this ITB (See Appendix A). All mats must be black in color on the carpet section, and on the rubber anti-slip side.
- F. For the Bid Price Submission Form, the size of mats cannot change within the Bid. CML is requesting pricing for three (3) calendar years, beginning in 2018.
- G. Prices for all mat sizes must be submitted to be considered a valid Bid
- H. Walk off mat quantities, and sizes may change at the discretion of CML Custodial Management.
- I. Fuel charges are not accepted as part of the Bid pricing.
- J. CML may request a sample.

## Columbus Metropolitan Library

### Standard Contract Terms and Conditions

#### **Contract Components, Entirety, Changes Interpretation**

**Contract Components:** This contract consists of the complete Invitation to Bid (ITB), including the Instructions and Interpretations to Bidder, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the ITB; the completed sealed written Bid, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Invitation to Bid (ITB) have similar meaning and are used interchangeably, where appropriate.

**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 Bid submitted to CML in response to an ITB (referred to as the "Supplier" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

**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 products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

**Subcontracting:** The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor 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 Contractor unless expressly stated otherwise in the Contract.

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor'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 subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

### **Standard Invoice and Payment**

**Invoice:** The Contractor shall submit invoices to Accounts Payable, Finance Department via the following e-mail address: [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 Supplier noting the areas of discrepancy.

**Payment:** In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or 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 products, supplies and services it has received and accepted.

**Taxes:** Columbus Metropolitan Library is exempt from 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 on the date it is fully-executed and will continue until the Project is completed, unless 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 mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

### **Delivery**

**F.O. B. The Place of Destination:** Where applicable, the Supplier must provide the products, 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 and included, unless otherwise stated.

**Time of Delivery:** [Not required]

**Minimum Orders-Transportation Charges:** [Not required]



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

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

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

### **Remedies for Default:**

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

**Force Majeure:** If CML or Supplier 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 Supplier 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:** Supplier 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 Supplier's performance under this Contract, including the performance by Supplier's employees and agents and any individual or entity for which the Supplier is responsible.

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

**Publicity:** Supplier and any of its subcontractors may not use or refer to this Contract to promote or solicit Supplier's or subcontractor's supplies or services. Supplier 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 Supplier 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 Supplier, and any agent of the Supplier, 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 Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing 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 Manager of Purchasing. Failure of the Supplier 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 Supplier. Any Supplier, 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:** The Supplier shall maintain 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 Supplier 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 Supplier'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 Supplier'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 Supplier for immediate correction. If the Supplier 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.

**Warranties:** Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Supplier 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. CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

**Attachment A CML #17-024 (3 Pages)**

**Rubber Specifications:**

**Nitrile Rubber:**

Standard-138 mil rubber

Body Thickness: 138 mil

**Available Backing:** Smooth

**Carpet Specification:**

**Yarn:** Solution Dyed Nylon, Type 6 Nylon

**Weight:** 23 oz. per square yard (780 grams per square meter)

**Substrate:** Freudenberg LUTRADUR Polyester Spunbond Non-woven Fabric 3.8 oz./square yard (130 grams per square meter)

**Rubber Specifications:**

**Nitrile Rubber:**

**Standard – 52 mil rubber**

Body Thickness 52 Mils

Border Thickness 94 Mils

**Medium Duty – 65 mil rubber**

Body Thickness 65 Mils

Border Thickness 107 Mils

**Heavy Duty – 90 mil rubber**

Body Thickness 90 Mils

Border Thickness 90 Mils

**Available Backing:** Universal Cleat, Full Cleat, Smooth, and Suction

**Carpet Specification:**

**Carpet:** Solution Dyed Polypropylene

**Weight:** 24 oz. per square yard

**Pattern:** Waffle

**Rubber Specifications:**

**SBR Rubber:**

**Standard – 68 mil rubber**

Body Thickness 68 Mils

Border Thickness 146 Mils

**Available Backing:** Universal Cleat and Smooth