

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Purchase of Two (2) Maintenance Vans **(REISSUED)**

Issue Date: October 24, 2017

ITB Number: CML # 17-025

Issued by:

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

Deadline for Submittal:

November 6, 2017
No later than 12:00 Noon



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

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) *Purchase of Two (2) Maintenance Vans*. The ITB Identification Number is CML 17-025.

Bids must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Monday, November 6, 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 **Friday, October 27, 2017** to 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 to award a Contract for two (2) maintenance vans.

BID REQUIREMENTS

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

All responses shall be in the following prescribed format.

Bid Instructions

Each Bidder must submit its costs. Complete Bid packages are to be submitted in hard copy. 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. An additional copy is to be provided in electronic format on a flash drive.

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 120 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. 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.

3. Description of Services and Staffing ("Staffing Plan")

Not Applicable.

4. Response to Scope of Services Requirements

A statement as to how the services will be provided.

5. Completed Bid Price Schedule

The Bidder shall submit its fees per the Bid Price Submission Form (Attachment A).

EVALUATION CRITERIA

- 1. Bids will be evaluated based on the Total Bid Price.

ADDITIONAL INFORMATION

- 1. Addenda to this ITB will be provided via e-mail to all Bidders and posted to the CML website at www.columbuslibrary.org/about/doing-business at least three (3) 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 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.

ITB & BID QUESTIONS

Any questions or clarifications regarding this ITB must be sent to purchasing@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than 5:00 p.m. **Friday, October 27, 2017.**

Answers to all questions will be documented and emailed to all Bidders. The Library will make every attempt to respond to questions within 48 hours of receipt. Regardless, answers will be provided no later than **Tuesday, October 31, 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.

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	Tuesday, October 24, 2017
Inquiry Period Ends	Friday, October 27, 2017 at 5:00 pm
Final Response to Vendor Questions	Tuesday, October 31, 2017
Due Date	Monday, November 6, 2017 by noon
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.

OVERVIEW

GENERAL REQUIREMENTS

- A. These specifications are issued by the Columbus Metropolitan Library, hereinafter referred to as the Library or CML.
- B. It is the intention of the Library to enter into a Contract with a single contractor (the "Contractor") to perform the work items listed in each subsection of these specifications.
- C. The Library's representative in all dealings with the Contractor shall be the Transportation Supervisor.
- D. Optional equipment required to be furnished on the units, is noted in Table 1. Options listed in Table 1, are to be factory installed except for any item(s) not available from the factory.

PURCHASE REQUIREMENTS

- 1. The Bidder shall provide the total purchase price, in its Bid, for each van offered.
- 2. The Bid shall be itemized to indicate all options included in the purchase.

DELIVERY

Upon receipt of an order from the Library, the Contractor is expected to enter orders with the factory within two (2) days after receipt of CML purchase order. The Contractor will confirm receipt of the Library's order and projected shipping date to the Library within two (2) working days, by either FAX or other electronic means. The confirmation document shall confirm the Contractor's order number, specific item(s), order quantities, unit price and lease cost, a copy of the order notification and vehicle order number. The confirmation document may be a copy of the Library's order with the Contractor's order number entered thereon. Delivery to the Library is to be accomplished within seven (7) days after the Contractor receives and services ordered items.

Upon receipt of the vehicle from the manufacturer, the Contractor is to acknowledge receipt of the vehicle to the Library. The Contractor is to then schedule delivery with the Library. Delivery may be refused by the Library if delivery was not scheduled.

NOTES

- 1. WARRANTY: Unless ordered with extended warranty, manufacturer's standard warranty shall apply - Copy of warranty to be delivered with vehicle(s) purchased. Order will be considered incomplete until warranty is delivered. Bids must include costs for an optional extended six (6) year bumper-to-bumper warranty.
- 2. Any delivered vehicle not conforming to these specifications shall be rejected and it will be the responsibility of the Contractor or manufacturer to comply with the Library

requirements. Any unspecified accessories delivered on vehicles cannot and will not be paid for by the Library.

3. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Bidders are required to cite such requirements are applicable. Once awarded, Contractor is required to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
4. **ADDITIONAL OPTIONS:** Bidders may elect to quote some of their more popular options for the item being Bid. The options(s) being offered must be available for the item being Bid. The additional options being offered must not change the item model being Bid.

TABLE 1: Maintenance Extended Cargo Van - Gasoline

Standard Specification Items	Minimum Requirements	Standard Specification Items	Minimum Requirements
Power train:		Exterior:	
Engine Type (Cylinder/Liter)	4.8L V-8	Body Color	White with Clear Coat
Automatic Transmission	Automatic	Doors Front	2
Locking Differential	Mfg. Std	Rear Doors (2)	180 Degree Hinge. No Windows
		Side Door (1)	180 Degree Hinge. No Windows
Chassis:		Seating:	
Fuel (Type)	Gas	Seating Capacity (Front)	2
Fuel Capacity (gals.)	Mfg. Std.	Front Seat Type	Bucket
Tires	All Season	Seat Covering	Vinyl (Grey)
Spare Tire	Full Size Spare	Floor Covering	Vinyl (Grey)
Cooling System	Mfg. Std	Floor Mats	All Weather
Safety:		Accessories:	
Restraint System (Driver and Passenger)	Required	Air Conditioning	Required
Supplemental Restraint System (Driver and Passenger Air Bags)	Required	Tilt Wheel & Cruise Control	Required
Power Antilock Brakes (Front and Rear)	Required	Power Windows & Door Locks	Required
Dimensions:		Keyed Door Locks	Required
Wheelbase (in)	Mfg. Std	3 Sets of Keys with 3 FOBS	Required
Head Room (Front)	Mfg. Std	Intermittent Windshield Wipers	Required
Leg Room (Front)	Mfg. Std	Radio	Mfg. Std. AM/FM

Shoulder Room (Front)	Mfg. Std	Exterior Side View Mirror	Dual Tow Mirrors
Hip Room (Front)	Mfg. Std	Trailer Towing package	Required
Interior Cargo Volume (FT3.)	239 ft 3	Back Up Camera	Required
Base Curb Weight (lbs.)	Mfg. Std.	Reverse Sensing System	Required
		Audible Security Alarm	Required
		120 volt Power Outlet	Required
Electrical:		Warranty:	
Alternator (amps)	Mfg. Std.	Mfg. Standard Warranty (Min.)	3yr / 36,000 Mile
Battery	600 CCA	Optional Extended Warranty - Bumper to Bumper	6 year
Interior Cargo Area			
Shelving (Adrian Steel)	3 Shelves Length of Cargo Bay	Other Equipment Items:	
Cylinder Tank Storage (Adrian Steel)	3 Tank Storage	30-Day Tag	
Fully Enclosed Bulkhead Divider no door	Required	Parts Manual(s)	
LED Lights in Cargo Bay (Dome or Strips)	Min 2 in Cargo Bay	Service Manual(s)	
		Delivery to Customers Location: Gahanna, Ohio.	

ATTACHMENT A

Bid Price Submission Form: Maintenance Cargo Van – Gasoline ITB#17-023

DELIVERY: _____ Days A.R.O.

INDICATE CITY/STATE OF MANUFACTURER: _____

CONTRACTOR: _____ **MFG:** _____

MODEL: _____ **MODEL NUMBER:** _____

VEHICLE MODEL YEAR: _____

TOTAL BID PRICE OF BASE UNIT (without options): _____

Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$0._____. The maximum delivery charge the Library will pay is \$.60 or less per mile. The round trip map mileage figure will be multiplied by an estimated figure of 300 miles and added to the base cost of the vehicle for bid evaluation purposes only. If there is no delivery charge per mile round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge (Not to exceed \$50.00) will be used for evaluation purposes. Minimum Delivery Charge (Not to Exceed \$50.00): _____

CONTRACTOR'S

ORDER NUMBER:

OPTIONS:

30 Day Tag
Parts Manual (Bidder to specify paper or electronic)
Service Manual (Bidder to specify paper or electronic)
Additional Set of Keys

UNIT COST:

\$ _____
\$ _____
\$ _____
\$ _____

Bid Price Submission Form: Maintenance Cargo Van – Gasoline ITB#17-023

(Continued)

_____	Extended 5 Year Warranty (Bumper to Bumper)	\$ _____
_____	Additional Option Package (Bidder to specify type: _____)	\$ _____
_____	Additional Option Package (Bidder to specify type: _____)	\$ _____
_____	Additional Option Package (Bidder to specify type: _____)	\$ _____

Contains recycled materials – Y/N: _____ If Yes, _____% (Will not factor into the evaluation)

Company Name: _____

Print Name: _____

Signature: _____

Date: _____

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 . 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.