

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Main Library P5 Restroom Remodel

Issue Date: April 15, 2019

ITB Number: CML # 19-010

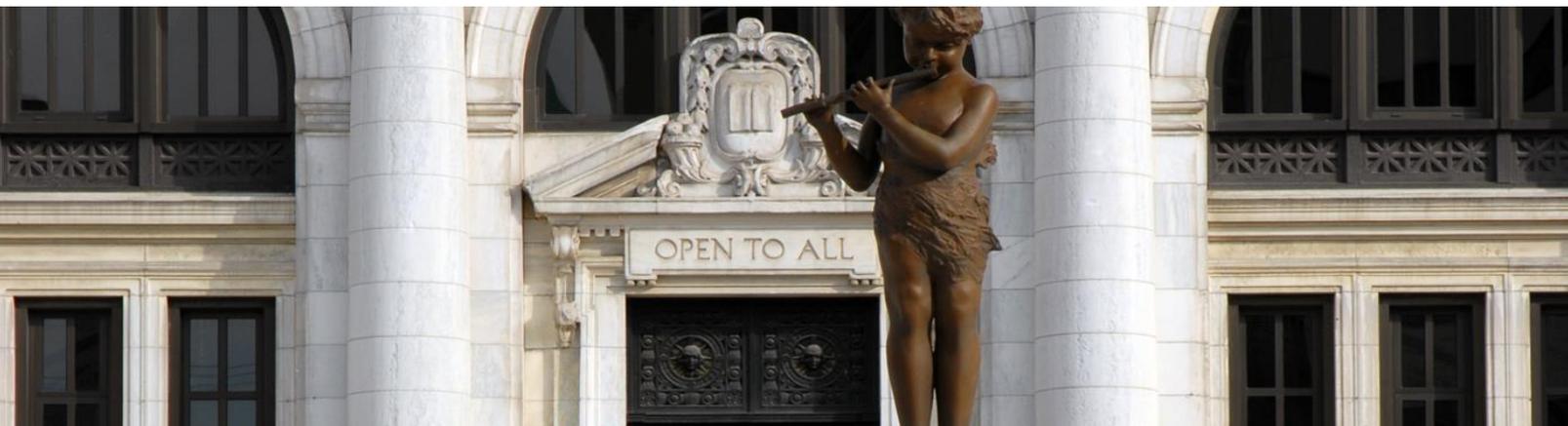
Issued by:

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

Prevailing Wage Rates Will Apply

Deadline for Submittal:

April 29, 2019
No later than 12:00 NOON EST



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

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) *Main Library P5 Restroom Remodel*. The ITB Identification Number is CML 19-010.

Bids must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Monday, April 29, 2019, and will be publicly opened and read immediately thereafter**. 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, April 22, 2019 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 purpose of this project is to update the finishes and fixtures of the P5 Entrance Restrooms [(1) Men's and (1) Women's] on the First Floor of the Main Branch of the Library. This will include new wall tile, floor covering, WC fixtures, WC partitions, new sinks, new lighting (as noted) and all associated carpentry, electrical and plumbing work related therein.

All submittals must be Bid using specifications documented in Attachment A ("Project Drawings").

PRE-BID REVIEW

Any potential bidder is encouraged to review the project site at the Main Library during normal business hours (ensuring no disruption to normal operations of the facilities). The CML Project Manager will be available to answer all questions via email, phone call or site meeting as required.

SPECIFICATIONS

SECTION 01 10 00 SUMMARY OF WORK

1.01 GENERAL

- A. This Section includes brief descriptions of the Restroom remodel work (the "Work") and special conditions related to the Work for the Columbus Metropolitan Library at the following facility:

Project Location: Main Branch
96 S. Grant Avenue
Columbus, OH 43125

1.02 PROJECT DESCRIPTION

- A. The Work shall not be permitted. All electrical work shall use existing circuitry and all plumbing work shall use existing plumbing lines.
- B. The following is a general outline of the scope of work ("SOW") for the project (the "Project"), but in no way limits the scope.
- C. There shall be a single Contract for the Work. The prime Contract shall be through the General Contractor ("Contractor"). {Field Work: Electrical, Plumbing, Carpentry, Painting, etc.}
1. Main Library (Base Bid) – The Contractor will provide the following:
 - a. Remove all existing wall tile, floor covering, mirror, sink/counter, WC partitions, accessories, WC fixtures and fluorescent lighting salvaging items as noted in Project Drawings.

- b. Purchase and install new wall tile, sink/counter, mirror, WC partitions, accessories, WC fixtures with valves and LED lighting retrofit solution for existing fluorescent lights.
- c. Install Owner supplied vinyl flooring.
- d. Add electrical connections for new WC fixtures using existing circuitry.
- e. Paint all drywall surfaces.
- f. All work shall be performed during normal business hours, Monday through Friday.
- g. Restrooms SHALL remain closed for the duration of the Work.

1.03 CONTRACT DOCUMENTS

- A. Project Work shall be executed in accordance with the Contract Documents.
- B. Drawings applicable to all the contracts designated in the "Notice to Bidders" as prime contracts are as listed in the Architect Drawings (Attachment A) issued with these Specifications, except as otherwise noted.
- C. Each Contractor is responsible for examination of all Contract Documents to ascertain the full extent of the work under this Contract.
- D. Contractor is responsible for verifying all requirements and existing conditions prior to performing the Work. All work performed will include a one-year parts, labor and service warranty (or manufacturer warranty, whichever is greater), effective from the completion date. The "completion date" is that date CML confirms, in writing, that all Work has been completed per the requirements of the Contract.

1.04 USE OF SITE

- A. The Contractor may use portions of the project site for staging of materials and equipment, as specified and approved by the Owner.
 - a. As Project site is adjacent to public entrance, no materials shall at any time be stored or staged in a manner that will obstruct or interfere with entrance and exit routes.
- B. The Contractor shall be responsible for the protection of grounds, facilities and persons. This shall include, but not be limited to:
 - 1. Any damage to the property, buildings and/or building components due to, or caused in conjunction to the contracted Work, shall be the responsibility of the Contractor to repair or replace as directed by the CML Project Manager. Also, the Contractor shall be responsible to provide necessary protection(s) to prevent any harm to residents, workers and the general public. This includes, but is not limited to, harm caused by unauthorized access to the site, dispersion of debris, fumes or gases, and construction noise.
 - 2. All and any electrical, water, sanitary, storm, alarm and signal systems and their components shall be protected from damage by the Contractor, and the systems must be continuously operable. Otherwise, the Contractor shall be responsible for any harm to the residents of the

building or damage to any part of the building, its contents or equipment caused by the interruption of such systems. The Contractor will be liable for the repair or replacement of the damaged systems and shall repair or replace them at no additional expense and to the satisfaction of CML.

3. The work areas of the project shall be barricaded by the Contractor. The extent, locations and quality of the barricades shall be subject to review by the CML Project Manager. Contractor shall make any modifications to such barricades, as directed by the CML Project Manager.

1.05 SCHEDULING AND COMPLETION OF WORK

- A. The Contractor will develop an Overall Project Schedule ("Schedule") showing all work tasks, including Subcontractors, spelled out in a clean and decisive manner with clear completion dates for all tasks in a manner acceptable to the Owner.
- B. The Contractor shall be responsible for adhering to the Schedule for all construction work.
- C. Once the Contract has been signed, and CML has issued a Purchase Order ("P.O."), the Contractor and its Subcontractors are to begin as soon as possible for work involving demolition, preparation, electrical, etc.
- D. The Contractor shall coordinate the Work with the Library. Construction work and use of space requires close coordination.
- E. All means of ingress and egress shall be maintained, by the Contractor, in accordance with all local codes, and in accordance with CML policies.
- F. All areas in which construction is to be performed and which are used for access to construction areas, and which are used by the facility must be maintained secure when work is not being performed in those areas.

1.06 PROTECTION/CLEANING OF ROOMS

- A. Contractor must provide protective coverings for all equipment, furniture, etc.
- B. Contractor must thoroughly clean all spaces after completion of work, including carpeting, furniture, walls, etc. Contractor is responsible for any damage.

1.07 TIME

- A. **WORKING HOURS:** Working hours will be Monday through Friday, 7:00 a.m. to 4:00 p.m. No work shall commence outside these hours or on Saturdays, Sundays, and holidays, unless approved in writing, by the CML Project Manager. Working hours can vary between each building and department. Coordinate these hours and restrictions with the CML Project Manager.
- B. **START DATE:** Work shall begin within fifteen (15) days after award of Contract unless otherwise notified by the CML Project Manager.

- C. COMPLETION DATE: Completion of the Project will be within 45 consecutive calendar days following authorization to proceed with work (e.g., issuance of a purchase order ("P.O.") by CML), unless an extension of time is granted. Completion shall include all necessary clean up, final inspection items, damage repairs, etc.
- D. SYSTEMS SHUTDOWN: The Contractor will be responsible for coordinating/scheduling shutdown with the CML Project Manager.

1.08 DEFINITIONS

- A. "Owner" or CML in this document or other references to the "Owner" shall refer to the Columbus Metropolitan Library.
- B. "CML Project Manager" shall refer to Matt Brown, telephone 614-849-1073 or to other person(s) duly appointed and authorized by Columbus Metropolitan Library to act as CML Project Manager.
- C. "Architect " shall refer to Ford Architect and Associates, 1500 West First Avenue, Columbus, OH 43215, telephone 614-488-6252
- D. "Contractor" shall refer to the General Contractor. "Subcontractor" shall refer to other contractors, material suppliers, and laborers provided by the General Contractor.

END OF SECTION

BIDDER QUALIFICATIONS

The Bidder should be able to provide all labor and materials necessary for the satisfactory completion of the Project.

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 solicitation.

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix B, *Offeror's Diversity & Inclusion Participation Form* to submit or denote omission of participation.

BID REQUIREMENTS

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

All responses to this ITB shall be in the following prescribed format.

BID INSTRUCTIONS

Each Bidder must submit one (1) original Bid, completed and signed in blue ink, and three (3) copies for a total of four (4) complete Bid packages.

Bids are due no later than the specified 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: Wanda Dixon, Procurement Analyst
96 South Grant Avenue
Columbus, OH 43215

Bids may also be delivered in person to the Circulation Desk at 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 Submission Form

Refer to Table 1 which can be found as a separate link located below the link to this ITB on the CML *Doing Business with the Library* Webpage. Bidder shall submit this form in electronic format using the Excel Format, exactly as provided herein. Reformatting of Table 1 is not permitted.

EVALUATION CRITERIA

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

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Web-site: 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 detail costs and are to be submitted on company letterhead, to the e-mail address on the Library’s purchase order. Refer to terms and conditions herein for additional information regarding payment.

3. Times referenced herein are Columbus, Ohio local time.

4. Submission of a Bid in response to this ITB is the Bidder's acknowledgement that subjective criteria may be used in the evaluation of Bids. Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

ITB & BID QUESTIONS

Any questions or clarifications regarding this ITB must be sent to procurement@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than 5:00 p.m. Monday, April 22, 2019.

Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Web site at www.columbuslibrary.org/about/doing-business. The Library will make every attempt to respond to questions within 48 hours of receipt. Regardless, answers will be posted no later than Wednesday, April 24, 2019.

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 | April 15, 2019 |
| Pre-bid Conference | N/A |
| Inquiry Period Ends | April 22, 2019 at 5:00 p.m. |
| Final Response to Vendor Questions | April 24, 2019 |
| Due Date | April 29, 2019 by 12:00 Noon |
| Selection of Successful Bidder | TBD |

BID PRICE SUBMISSION

Instructions:

Prices offered shall be all inclusive. CML is a tax exempt entity.

Prices are to be firm-fixed and are to remain in effect through Project completion.

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.

Appendix B

**Offeror's Diversity & Inclusion Participation Form
Main Library P5
Restroom Remodel
CML 19-010**

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

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

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

| Name of Subcontractor / Supplier | MBE or WBE | Subcontract Amount |
|----------------------------------|--|--------------------|
| 1. | | \$ |
| 2. | | \$ |
| 3. | | \$ |
| 4. | | \$ |
| | A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS | \$ |
| | TOTAL PROPOSAL | \$ |
| | B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100) | % |

The Offeror's commitment of total workforce hours for Minority Workforce participation on the project is: _____%.

The Offeror's commitment of total workforce hours for Women Workforce participation on the project is: _____%.

I certify under penalty of perjury that the forgoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: _____ Date: _____

Print Name and Title: _____

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