COLUMBUS METROPOLITAN LIBRARY

Request for Quote

Plumbing Services at All Locations (On-Call)

Issue Date: February 19, 2020

Issued by:

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

Deadline for Submittal:
February 28, 2020
No later than 12:00 NOON EST
REQUEST FOR QUOTE COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Request For Quote for Plumbing Services at All Locations (On-Call).

Responses must be received by the Columbus Metropolitan Library via email at procurement@columbuslibrary.org no later than 12:00 Noon on February 28, 2020. Any response arriving after 12:00 Noon will be marked late and will receive no consideration for future work.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. seven (7) days prior to the Request For Quote due date to procurement@columbuslibrary.org.

The Contractor declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this Request For Quote and agrees to fulfill the requirements of any purchase order which issued if the Contractor is selected for Services pursuant to any agreement derived from this Quote.

The Contractor certifies, by signature affixed to this Request For Quote Cover Sheet, that the information provided by it in response to the Request For Quote, including certified statements, is accurate and complete.

<table>
<thead>
<tr>
<th>Federal Taxpayer Identification Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of person signing the Request For Quote Title (Please print or type)</td>
</tr>
<tr>
<td>Request for Contractor(s) Name</td>
</tr>
<tr>
<td>Mailing address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>E-mail address</td>
</tr>
<tr>
<td>Authorized Signature (Original signature only) Please use Blue Ink.</td>
</tr>
</tbody>
</table>

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE RESPONSE.
OVERVIEW

The Columbus Metropolitan Library is seeking quotes from qualified Contractor(s) for Plumbing Services at All Locations (On-Call).

It is the Library’s intention to obtain materials and services, as specified in the Request For Quote, from multiple Contractors as needed based upon the services required and availability needed at the time of the service call.

Contractor(s), either directly or through their subcontractor(s), must be able to provide all products / services and meet all of the requirements contained in this solicitation, and the successful Contractor(s) shall remain responsible for performance, regardless of subcontractor participation in the Work.

ALL INQUIRIES SHALL BE SUBMITTED IN WRITING TO CML.

GENERAL INSTRUCTIONS

Contractor(s) shall furnish all labor, materials, equipment services and supervision required to complete the Work, complying with the specifications outlined herein.

All rubbish shall be removed daily and the job site shall be kept clean, neat, and orderly at all times. Upon completion, project site shall be left in orderly and “broom clean” condition.

Access is to be maintained to the branch during open hours unless otherwise agreed to in advance. Contractor(s) are responsible for protecting and providing unobstructed access to the branch and minimizing interference to the Owner, employees and customers. Contractor(s) shall maintain appropriate access and egress to the site at all times that work is being completed.

Contractor(s) shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions where services are being provided. Applicable safety regulations in applicable jurisdictions shall be followed at all times.
SCOPE OF WORK

I. Introduction

A. The Columbus Metropolitan Library is seeking quotes from qualified Contractor(s) for Plumbing Services at All Locations (On-Call).

II. Definitions

A. “Agreement” means this Agreement, including any additional documentation, modifications, or other supporting documentation.
B. “Contractor” means the party providing the Services pursuant to this Agreement.
C. “CML” or “The Library” means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.
D. “CML Authorized Representative” means the CML Director of Property Management, or Designee.
E. “HVAC” means Heating, Ventilation, and Air Conditioning.”

III. Scope of Services

A. GENERAL REQUIREMENTS

1. The Contractor shall provide all labor, equipment, tools, parts, materials, and supplies required to repair, replace existing plumbing systems, and install new plumbing systems. This includes the provision of all replacement parts and component systems required for existing building plumbing systems in accordance with all OEM specifications. The Services shall additionally include, but not be limited to:

   a. Regular service calls.
   b. Emergency service calls.

2. Repair, replacement and installation services provided by the Contractor shall comply with provisions of the following rules, regulations, codes and standards, except as otherwise specified in this Agreement:

   a. American Society for Testing and Materials ("ASTM");
   b. American National Standards Institute ("ANSI");
   c. National Fire Protection Association ("NFPA");
   d. American Society of Mechanical Engineers ("ASME");
   e. American Society of Civil Engineers ("ASCE");
   f. Factory Mutual ("FM") Global;
   g. American Society of Heating, Refrigeration, and Air Conditioning Engineers ("ASHRAE");
   h. Underwriters Laboratory Inc. ("UL"); and
   i. Cast Iron Soil Pipe Institute ("CISPI").

3. The Contractor shall be available and prepared to provide staff and all the required services sufficient to handle at least two (2) locations at the same time, if required by the CML.
4. Repair, replacement and installation of plumbing systems may be required at any time. Regular services hours are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding Holidays, and may continue outside of the regular services window at the sole option of the CML. Emergency services hours are 4:30 PM to 8:00 AM, Monday – Thursday and from 4:30 PM on Friday to 8:00 AM Monday. Any work that commences during the emergency services period shall remain so until all work is completed.

5. The Contractor shall maintain an answering service or other continuous telephone coverage on a twenty-four (24) hour per day, seven (7) day per week basis, to permit the CML to notify the Contractor whenever Services are required.

6. The Contractor shall ensure that all installations are readily accessible for inspection, operation, maintenance and repair.

7. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide such deliverables and services have caused or are likely to cause impairment to the operation of CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions of CML in this regard shall be final and shall not be arbitrary or capricious.

B. CLEAN-UP

1. At the end of each workday and upon completion of the work, all debris, including surplus materials and empty packages, and discarded materials shall be removed from the CML Facility and the area shall be swept clean.

2. The Contractor shall supply all material necessary to clean the work site, including but not limited to plastic garbage bags, garbage cans, dustpans and brooms.

3. In most instances, CML will provide a location for the disposal of refuse, however, the Contractor may be required to provide a dumpster for complex projects.

4. All debris, discarded materials and other waste shall be removed from the CML Facility and disposed of in accordance with all Federal, State and City laws, rules and regulations.

C. REGULAR SERVICE CALLS

1. CML may make requests for service by telephone or other means. The Contractor shall acknowledge the request for service within fifteen (15) minutes after CML notification, and shall respond to CML designated representative within four (4) hours after CML notification. If the call for service is made after 12:30 P.M. or outside the regular repair service window of 8:00 A.M. to 4:30 P.M., Monday through Friday, excluding Holidays, then the response shall be within thirty (30) minutes of the start of the next regular
service window, unless the CML specifically requests work outside the regular service call, or Emergency Service.

2. Services shall consist of arriving at a CML Facility with the appropriate personnel, equipment, tools, parts, materials, and supplies, needed to perform any necessary Services.

3. The Contractor shall inspect the site and review the requirements of the service request, and take one or more of the following actions:

   a. If the repair, replacement or installation work to the plumbing system that will be required is not a minor alteration or ordinary repair service, as set forth in Section III(E)(2) of this Agreement, the Contractor shall furnish to the CML Authorized Representative a report, which shall include a scope of work, bill of materials, fixed price, and time required for completion, and request a Work Order; and/or

   b. If the repair, replacement or installation work to the plumbing system that will be required is a minor alteration or ordinary repair service, as set forth in this Agreement:

      i. if the cost of the work does not exceed five hundred dollars ($500), the Contractor shall proceed to perform such work, complete such work within twenty-four (24) hours or other mutually agreeable time, and upon completion of the work, provide a service ticket; and/or

      ii. if the cost of the work exceeds five hundred dollars ($500), the Contractor shall provide the CML Authorized Representative with a report which shall include a scope of work, bill of materials, fixed price, and time required for completion, and request written authorization from the CML Authorized Representative.

4. The Contractor shall obtain written approval from the CML Authorized Representative before commencing repair, replacement or installation work that will cost more than five hundred dollars ($500.00). The Contractor shall not be compensated without such approval. The Contractor shall commence work within twenty-four (24) hours from CML authorization to proceed, or upon a time mutually agreed upon by the CML and the Contractor.

5. Upon completion of regular repair Services, the Contractor shall determine if any further services will be required, and shall provide to the CML Authorized representative a report, which shall include a scope of work, bill of materials, fixed price, and time required for completion.

6. Service Calls shall be made by one (1) plumber. If the work requested requires a second person, the CML Authorized Representative must approve the additional labor prior to commencement of work by the Contractor.

F. EMERGENCY SERVICE CALLS
1. CML may make requests for emergency service by telephone or other means. The Contractor shall acknowledge the request for service within fifteen (15) minutes of notification. The Contractor shall arrive at the CML Facility with the appropriate personnel and materials, within two (2) hours of notification by the CML Authorized Representative, any time, seven (7) days per week, twenty-four (24) hours per day, and continue until the emergency is abated. The emergency service call window commences at 4:30 PM and concludes at 8:00 AM the following day, Monday – Friday. All calls on Saturday and Sunday shall be considered emergency service calls.

2. Emergency repair service will be requested for failures that constitute an immediate danger to personnel or property, or interfere with CML operations, as determined by the CML Authorized Representative.

3. Service shall consist of arriving at a CML Facility with the appropriate personnel, equipment, tools, parts, materials, and supplies, needed to perform any necessary Services.

4. The Contractor shall inspect the site and review the requirements of the service request, and perform the following actions:
   a. Perform all repair, replacement or installation work to the plumbing system that is necessary to abate the emergency condition;
   b. Upon completion of emergency repair services, the Contractor shall determine if any further services will be required, and shall furnish to the CML Authorized Representative a report, which shall include a scope of work, bill of materials, fixed price, and time required for completion.

5. Upon completion of emergency Services, the Contractor shall determine if any further services will be required, and shall provide to the CML Authorized representative a report, which shall include a scope of work, bill of materials, fixed price, and time required for completion.

G. SERVICE TICKETS

1. Upon completion of Services, the Contractor shall submit one (1) copy of the Service Ticket, to the CML Authorized Representative. The Service Ticket shall be signed by the CML Facility officer, and shall include but not be limited to the following information:
   a. Date of Service call.
   b. CML Facility and address.
   c. Detailed description of Services provided, including any repair, replacement or installation performed.
   d. Description of parts and material furnished.
   e. Arrival and departure times at each work location. The Contractor shall sign a CML logbook when arriving at and departing from the CML Facility. The entries will be countersigned by a CML Authorized Representative in order to verify the arrival and departure times. The Contractor shall not be compensated without such verification.
   f. Service employee names and signatures.
H. QUALITY CONTROL PROGRAM

1. The Contractor shall be responsible for the monitoring and inspection of all work performed to ensure compliance with the Agreement requirements. The Contractor shall establish a complete QC program to ensure the requirements of the Agreement are provided as specified. The program shall include, but will not be limited to the following:

   a. An inspection system covering all services furnished by the Contractor.
   b. A checklist for use in reviewing performance during regularly scheduled or unscheduled inspections.
   c. The results of the inspections, including documentation of all corrective action taken shall be documented in on-going inspection reports along with the names of the individuals performing the inspections. These reports shall be made available to the CML Authorized Representative within twenty-four (24) hours of notification.

2. The Contractor shall be responsible for all work performed to ensure compliance with the Agreement requirements. The Contractor shall be responsible for correcting all Contractor deficiencies within three (3) calendar days after written or oral notification from the CML Authorized Representative.

IV. Liquidated Damages

A. If the Contractor fails to complete any repair, replacement or installation within the time frame established herein, or the time schedule for a service ticket then the Contractor shall be subject to fixed and liquidated damages of one hundred dollars ($100.00) per calendar day or portion thereof beyond the established time frames that the Contractor fails to provide the Services.

B. If the Contractor fails to respond to regular or emergency service calls within the time frames established herein, then the Contractor shall be subject to fixed and liquidated damages of one hundred and fifty ($150.00) dollars per hour or portion thereof beyond the established time frames that the Contractor fails to respond to emergency service calls. At the discretion of CML, the response time for regular and emergency service calls may be extended, if CML determines that the response delays were entirely beyond the control of the Contractor.

C. If the Contractor fails to respond to a warranty service request and/or complete the warranty services within the time frames established herein, then the Contractor may be subject to fixed and liquidated damages of one hundred ($100.00) dollars per hour or portion thereof beyond the established time frames that the Contractor fails to provide such warranty services.

D. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide such deliverables and services have caused or are likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions of CML in this regard shall be final and shall not be arbitrary or capricious.

E. All such charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from CML. In the event
there is no money due the Contractor, then the Contractor shall pay the amount of the charges due CML within thirty (30) days from the date of such assessment by CML.

V. Contractor Qualifications

A. At the time of the response to this Request for Quote, the Contractor shall possess Journey Person Plumber license as defined in City of Columbus Code Section 4114.107.

B. For the duration of any engagement with CML, the Contractor shall possess a bona fide Journey Person Plumber license as defined in City of Columbus Code Section 4114.107 and shall produce it to CML upon request.

C. Failure to do so may result in a stop work order and/or a termination of any previously approved work by CML.

D. At the time of the response, the Contractor shall have a minimum of five (5) years’ experience providing services similar or the same of which is described herein and shall be currently providing these services. Experience as a subcontractor or employee of an entity other than that which is submitting a response to this solicitation will not be accepted.

E. The Contractor shall provide three (3) references for similar engagements within the last three (3) years for validation upon request.

VI. Compensation

A. The Contractor shall submit a fixed hourly rate for regular repair services, as defined in Section III (E) of this Agreement. The fixed hourly rate shall include, but shall not be limited to, labor, equipment, materials, consumable materials, tools, travel time, statutory payroll taxes, social security, Medicare, insurance, bonds, indirect labor costs, general and administrative expenses, and Contractor profit.

B. The Contractor shall submit a fixed hourly rate for emergency repair services, as defined in Section III (F) of this Agreement. The fixed hourly rate shall include, but shall not be limited to, labor, equipment, materials, consumable materials, tools, travel time, statutory payroll taxes, social security, Medicare, insurance, bonds, indirect labor costs, general and administrative expenses, and Contractor profit.

C. The rates submitted by the Contractor shall remain fixed for the duration of this

D. All material costs shall be approved in advance in writing by CML. The Contractor shall provide original invoices, receipts, bills of lading, catalog cuts, or supporting documentation shall accompany any material costs listed on the Contractor invoice. All costs for materials, with the exception of consumable materials, shall be reimbursed at net cost.

E. The Contractor shall only be compensated for services rendered.

F. CML does not guarantee a minimum quantity of work.

G. CML is a tax exempt organization.

VII. Selection

A. CML will accept quotes from all qualified Contractor(s). CML will make a determination on the award of work on a case-by-case basis based upon the expertise, availability, and services required.

B. Submission of a quote does not guarantee the award of any purchase orders, contracts, service tickets, or awards of any kind.
VIII. Validity of Quotes

A. Quotes shall remain valid for a period of one (1) year from the submission date.
DIVERSITY

Because the Columbus Metropolitan Library (CML) 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.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Request For Quote, the Contractor 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 Contractor 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 Contractor 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 Contractor 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.

REQUEST FOR QUOTE REQUIREMENTS

The Contractor is responsible for all information contained in any addenda issued by CML.
REQUEST FOR QUOTE INSTRUCTIONS

Each Contractor must submit one (1) electronic response to CML via email to procurement@columbuslibrary.org. The submission shall include the following:

1. **Cover Letter**
   
   A cover letter, on the Contractors 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 Contractor legally to the extent of work and financial obligation outlined in its Request For Quote.
   B. A statement that the Quote will be valid for one (1) year.
   C. Identification of all the material enclosures submitted in response to this Request For Quote.
   D. A summary of the submitted Request For Quote and a brief statement of the Request for Contractor(s)’s qualifications to meet all requirements as described in this REQUEST FOR QUOTE. This information shall include:
      I. The names of the individuals involved in the preparation of the Request For Quote and their relationships to the Request for Contractor(s).
      II. The name, address and telephone number of the individual to whom inquiries relating to the Request For Quote shall be directed.
   F. A statement that the Contractor(s) agrees to and accepts all terms and conditions contained herein.
   G. A copy of the Contractors current Journey Person Plumber license as defined in City of Columbus Code Section 4114.107.
   H. A statement that the Contractor(s) understands all requirements of the REQUEST FOR QUOTE.

2. **Project Overview (“Work Plan”)**
   
   The Work Plan should include a detailed description as to how the Contractor(s) will deliver on every aspect of the Project, including demonstration of a quality control program.

3. **Request for Contractor(s)’s Qualifications**
   
   Information included in this section shall include, but not be limited to, the following:
   
   A. A Statement of Affirmation as to Contractor(s)'s ability to perform the Work.
   B. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the Request For Quote submission.

4. **Description of Services and Staffing (“Staffing Plan”)**
   
   A. The Staffing Plan will outline who will do the Work, including all subcontractors.
   B. The number of employees employed by the Contractor(s)’s company.

5. **Completed Request For Quote Price Submission Form (Appendix A)**

6. **Completed Acknowledgement of Addenda Form**

7. **Invitation to Request For Quote Cover Sheet**
Responses must be received by the Columbus Metropolitan Library via email at procurement@columbuslibrary.org no later than 12:00 Noon on February 28, 2020. Any response arriving after 12:00 Noon will be marked late and will receive no consideration for future work. All questions or requests for clarifications should be submitted no later than 5:00 p.m. seven (7) days prior to the Request For Quote due date to procurement@columbuslibrary.org.

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

Request For Quotes will be promptly and publicly opened at the Columbus Metropolitan Library on the day and time that Request For Quotes are due to be received.

EVALUATION CRITERIA

A. CML will accept quotes from all qualified Contractor(s). CML will make a determination on the award of work on a case-by-case basis based upon the expertise, availability, and services required.
B. Submission of a quote does not guarantee the award of any purchase orders, contracts, service tickets, or awards of any kind.

ADDITIONAL INFORMATION

1. Addenda to this REQUEST FOR QUOTE 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 REQUEST FOR QUOTE opening. Contractor(s) 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 Quote in response to this REQUEST FOR QUOTE is the Contractor(s) acknowledgement that subjective criteria may be used in the evaluation of Request For Quotes. Award shall be made to the responsive and responsible Contractor(s) determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

REQUEST FOR QUOTE & REQUEST FOR QUOTE QUESTIONS

Any questions regarding this REQUEST FOR QUOTE must be sent to procurement@columbuslibrary.org and reference the REQUEST FOR QUOTE Identification
Number and title of the REQUEST FOR QUOTE no later than 5:00 pm, seven (7) days prior to the Request For Quote due date.

Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business. The Library will make every attempt to respond to questions in a timely manner. All questions received prior to seven (7) days of the Request For Quote due date will be answered in the form of an addendum no later than five (5) days prior to the Request For Quote due date.
REQUEST FOR QUOTE PRICE SUBMISSION FORM

Instructions:

A. The Contractor shall submit a fixed, hourly rate for regular service. This fee shall cover all costs for initial delivery, maintenance, potential replacements, and removal at the conclusion of this Agreement. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.

B. The Contractor shall submit a fixed, hourly rate for overtime service. This fee shall cover all costs for initial delivery, maintenance, potential replacements, and removal at the conclusion of this Agreement. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.

CML is a tax exempt entity.
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 it’s Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor’s performance under this Contract, including the performance by Contractor’s employees and agents and any individual or entity for which the Contractor is responsible.

Confidentiality: 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 infraction 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.
Acknowledgement of Addenda

Project Description:  *Plumbing Services at All Locations (On-Call).*

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

Part I:  Check Box if Applicable: [ ]

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

Addendum # 1, dated: ____/____/____  Addendum # 2, dated: ____/____/____
Addendum # 3, dated: ____/____/____  Addendum # 4, dated: ____/____/____
Addendum # 5, dated: ____/____/____  Addendum # 6, dated: ____/____/____

Part II:  Check Box if Applicable: [ ]  NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS REQUEST FOR QUOTE.

NOTE: THE CONTRACTOR(S) MUST SIGN AND COMPLETE THIS FORM

Company Name: ____________________________________________________

Authorized Representative: _____________________________________________

Name: __________________________________________________________________

Signature: __________________________________________________________________

Title: ________________________________________________________________

Date: __________________________________________________________________
## Appendix A – Price Proposal Form

<table>
<thead>
<tr>
<th>Price Schedule 2020</th>
<th>Fixed Hourly Rate for Regular Services</th>
<th>Fixed Hourly Rate for Emergency Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor's Hourly Rate</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>