

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

HVAC Replacement - Hilliard Branch

Issue Date: March 18, 2021

ITB Number: CML #21-006

Issued by

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

Deadline for Submittal

Thursday, April 20, 2021
No later than 12:00 NOON EST

Note: Prevailing Wage rates are applicable for this Project.



Dan Jones, Procurement Buyer
 Procurement Department
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INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) for *HVAC Replacement – Hilliard Branch* (“Project”). The ITB Identification Number is: **CML #21-006**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 PM on 04/20/2021**.

Any Bid (“Bid”) arriving after 12:00 PM 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., seven (7) days prior to the bids due date to procurement@columbuslibrary.org . All questions will be answered in the form of an addendum and posted on the CML website.

The 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 goods and/or 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 Bid (Please print or type)		Title
Bidder Name		
Mailing Address		
City	State	ZIP
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 sealed bids (“Bids”) from qualified and licensed providers who specialize in heating and cooling services, to furnish all professional services, equipment, labor and materials necessary to replace six (6) Climate Master R-22 Heat Pump units with Climate Master 410 Heat Pump units. The term of the Contract will be effective from the date of execution until satisfactory completion to the work (“Work”).

SCOPE OF WORK

The Bidder is responsible for all requirements as provided in this ITB and attached Project documents.

GENERAL INSTRUCTIONS

The contractor (“Contractor”) shall furnish all labor, materials, equipment services and supervision required to complete the Work complying with the scope of work outlined herein.

The Bidder shall have the opportunity by CML to examine the work site prior to submitting a Bid.

The Contractor is responsible for all requirements as provided in the ITB documents.

PRE-BID CONFERENCE

A pre-Bid conference will be held **virtually on Thursday 03/25/2021 at 9:30 AM** to discuss the requirements of this ITB and answer any questions. Interested Bidders will be asked to RSVP to procurement@columbuslibrary.org, at which time they will be provided with a link to the pre-Bid meeting. An edited and annotated summary of the pre-Bid conference will be published in the form of an addendum to the solicitation and will be available on the Doing Business with CML page of the Columbus Metropolitan Library website, www.columbuslibrary.org.

On-site walkthrough may be scheduled as needed.

DIVERSITY

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

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

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Bid for Work on the Project, the Bidder 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 Bidder 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 Bidder 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 Bidder 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.

BID SUBMISSION REQUIREMENTS

1. Contractors are cautioned to carefully review all parts of the ITB. No allowance may be made for any error or negligence of the Contractor.
2. Bids are to be prepared in such a way as to provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this ITB and provide sufficient information to fully establish the Contractor's ability to perform all of the actions, activities and functions described in this ITB.
3. Emphasis should be on conformance to the ITB instructions, responsiveness to the ITB requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Bid are entirely the responsibility of the Contractor and shall not be chargeable to the Library.
5. The Bidder must address all of the requirements listed in the Invitation to Bid. All Bids must be emailed to procurement@columbuslibrary.org, with the Bid Identification Number **CML #21-006**, title, and Contractor name in the subject line of the email and the file names.

Bid Format and Content

To facilitate comparison, Bids shall be organized into the following marked or tabbed sections:

1. Bids must include a table of contents listing all sections:
 - a. A cover letter, on the Bidder's letterhead, shall be submitted and shall include, but need not be limited to, the following information:
 - i. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.

- ii. A statement that the Bid will be valid for 90 days.
 - iii. Identification of all the material enclosures submitted in response to this ITB.
 - iv. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet all requirements as described in this ITB.
- b. Executive-level summary of the proposed solution, which shall include but shall not be limited to:
- i. The Contractor's Work Plan. The Work Plan must address exactly how the Contractor will provide all required services specified in this ITB.
- c. Statement as to the Contractor's particular abilities and qualifications to include, but not limited to:
- i. Brief history of the company.
 - ii. Product and services offerings.
 - iii. Describe the core competencies.
 - iv. The number of years the Contractor has been in business.
 - v. Primary corporate location's address.
 - vi. The geographical area of operations and professional affiliations.
 - vii. Overview of the ownership structure of the company.
 - viii. All alliances and/or strategic partnerships with other companies.
 - ix. Size and composition of the organization.
 - x. Number of current customers.
- d. A description of the Contractor's staffing plan for this project, which shall include but shall not be limited to:
- i. The name of each team member that will be assigned to this project and their assigned role for each location.
 - ii. Copies of all applicable State of Ohio HVAC Licenses for members of the project team.
 - iii. A resume of experience, certifications, skills and abilities of each team member.
 - iv. A list of current clients that are represented by each of the members of the project team.
- e. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
- i. Lawsuits, judgments, liens, bankruptcies, or claims made against the Contractor within five (5) years of the Bid due date.
 - ii. Debarment from entering into contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the Bid due date.
- f. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Contractor's response.
- g. References - The Contractor shall provide at least three (3) references for engagements within three (3) years of the Bid submission date.

- h. Include any other information documentation believed to be pertinent, but not specifically mentioned in this ITB, that may be useful and applicable to this project.
 - i. The Contractor must include a completed W-9 Form.
 - j. The Contractor must provide a Certificate of Insurance (“COI”) with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.
 - k. A completed Acknowledgement of Addenda form.
 - l. A list of all assumptions and exceptions to the specifications outlined in the ITB.
2. Completed Bid Price Form – Appendix B
 3. Completed Bidder’s Diversity & Inclusion Participation Form – Appendix C
 4. Completed Acknowledgement of Addenda Form – See Appendix D

The Bid shall contain all price information in the format specified on the Bid Price Form.

Bidders may not amend, alter or omit any items on the Bid Price Form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by CML. Prices offered shall be all-inclusive and shall remain fixed for the duration of the agreement. CML is a tax-exempt entity.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Website: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the ITB opening. Bidders are responsible for information provided in any issued addenda. Bidders are required to acknowledge the receipt of all ITB addenda by using the supplied “Acknowledgement of Addenda” form.
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. Award shall be determined by the lowest Bid Price submitted by a responsive and responsible Bidder.

QUESTIONS

All questions regarding this ITB must be sent to procurement@columbuslibrary.org and must reference the ITB Identification Number and title of the ITB no later than **5:00 p.m.**

seven (7) days prior to the Bid due date. CML will post written responses to all properly received questions no later than five (5) days prior to the Bid 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.

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	March 18, 2021
Pre-Bid Conference	March 25, 2021 (9:30 AM)
Inquiry Period Ends	April 13, 2021 (5:00 PM)
Final Response to Vendor Questions	April 15, 2021 (5:00 PM)
Due Date	April 20, 2021 by 12:00 p.m. (Noon)
Selection of Successful Bidder	TBA

Notification of changes in the response due date would be posted on the CML website or as otherwise stated herein. All times are Eastern Time

SUMMARY OF WORK

I. General

This Section includes brief descriptions of the HVAC work and special conditions related to the Work for the Columbus Metropolitan Library at this facility:

Project Location: Hilliard Library
4500 Hickory Chase Way
Hilliard, Ohio 43026

II. Project Description

- A. This HVAC replacement projects is for the replacement of six (6) Climate Master R-22 Heat Pump units with six (6) Climate Master 410 Heat Pump units. Below are the unit specifications the scope of work for the project.
- B. Only Climate Master Equipment may be used as a replacement option for this project.
- C. The contractor shall provide all permits and necessary inspections with reference to the CML/Engineers Drawings. The contractor shall make copies of documents as determined necessary by CML. One permit submittal is required for the Project site. Permits include, but are not limited to: General Construction, HVAC.
- D. The new and old equipment shall be staged in such a way as to not interfere with the library's normal operations. The staff elevator will be available to move the equipment to the second floor mechanical rooms from the loading dock. CML will not provide space for equipment storage in excess of forty-eight (48) hours from the time of delivery.
- E. Contractor will remove all old equipment branch. Old equipment cannot be stored in the dock area. A dumpster location will be given to the HVAC contractor if necessary. CML dumpster cannot be used for this project.
- F. CML utilizes the EMCOR Automated Logic System Building Automation System. The Contractor shall be required to coordinate the integration of the newly installed HVAC equipment with the existing building automation system. In the event any third party coordination is required, CML, the Contractor, and the Building Automation System Contractor will establish a mutually agreeable plan to coordinate any required integration activities. .
- G. No more than one (1) HVAC unit can be disabled at a time during this project. In the event multiple units are required to simultaneously be off line, the Contractor shall notify CML and obtain advanced written approval to do so. In this instance, the Contractor may be required to provide temporary heating and cooling equipment at this location.
- H. Under no circumstances may units be left inoperable at the end of the day unless Contractor can supply temporary HVAC units.
- I. In the event that additional modifications are needed for the new units to connect to the exiting plenums, all of these costs shall be included in the original Bid.
- J. The Contractor is responsible for properly reclaiming all refrigerant and recycling an disposing of them in accordance with applicable codes, rules, and regulations.

- K. The cost of removal, disposal, and recycling of the old equipment shall be included in the overall cost of the Bid.
- L. All electrical work will include new wiring and connection for emergency shutdown.
- M. All hose connections will be replaced with a stainless steel hose kit including shut-off valves, P/T ports, strainer with blowdown and automatic flow control valves.
- N. All work shall be performed between the hours of 6:30 AM and 4:30 PM (Monday through Friday.) All major equipment relocation shall be completed prior to the branch opening at 9:00 AM.
- O. All fire dampers and duct detectors shall be checked for proper operation at the completion of the Project.
- P. At the end of the Project the Contractor must provide a complete equipment list to include the location of each unit, make, model, and SN. All manuals will be turned over to CML at the completion of the Project.
- Q. CML and the Contractor shall establish a time at the conclusion of installation and integration of all units to conduct a complete inspection and convey final acceptance. Final acceptance shall be in writing. The date of final acceptance shall constitute the commencement of the warranty period.
- R. The Contractor shall designate a supervisor that will serve as a single point of contact for CML. Contractor will provide a cell phone number and email address for this individual.
- S. No part of the Work may be subcontracted without prior written approval of CML.
- T. This is a Prevailing Wage Project.

III. Warranty

- A. The Contractor shall warrant all workmanship for a period of one (1) year from the date of final acceptance by CML. All work shall remain in good working order. Any defects related to the work not otherwise covered by the manufacturers warranty shall be the responsibility of the Contractor.
- B. All warranties provided by the manufacturer shall be assigned directly to CML.
- C. Any warranty repair work shall be provided at no cost to CML.

IV. Scheduling and Completion of the Work

- A. The HVAC Contractor shall develop an Overall Project Schedule using MS project schedule or similar software showing all work tasks with completion dates for all tasks. CML will review the project schedule and will convey acceptance in writing. The project schedule shall be submitted to CML within ten (10) days of the commencement of this agreement.
- B. The Contractor shall be responsible for adhering to the schedule for all construction work.
- C. Once the Contract has been signed and a Notice to Proceed issued, the Contractor is to begin as soon as possible that Work involving demolition, preparation, and electrical. Once demolition has started and systems are offline, Work shall proceed

as quickly as possible so that the new heating system is up and running with minimal down time.

- D. The Contractor shall coordinate the Work required for this project with the CML. Contractors are hereby notified that additional construction and construction related services may be occurring simultaneously while work on this project is occurring. Coordination with CML employees and other contractors will be required. CML will arbitrate any issues, disputes, or resource issues between the Contractor and other CML contractors or employees.
- E. The Contractor shall maintain all means of ingress and egress in accordance with all local codes and CML policies.
- F. Contractor must secure all Work areas when Work is not being performed in those areas.

V. Protecting and Cleaning Rooms

- A. Contractor shall provide protective coverings for all equipment, furniture, etc. CML personnel in Work spaces will work with contractor to remove or isolate their specific items, computers, etc. as necessary.
- B. Contractor will take extra precautions while storing and moving any and all HVAC equipment on the roof. Contractor is responsible for any and all leaks that happen around the project area. CML will conduct multiple roofing inspections during the project to insure that roof membrane is not damaged during this project.
- C. Contractor shall thoroughly clean all spaces after completion of work including carpeting, furniture, walls, etc. Contractors are responsible for replacing or repairing any damage to carpeting, furniture, walls, etc.

VI. HVAC Equipment Identification

Below is the exact location and new unit model identification number for the purchasing of the Climate Master units.

TMA Tag #	Description	New unit	Floor/room
HILI-HPU-023	HEAT PUMP 2ND FLR HILLIARD RM	TCV036 Left side Return	2nd, 223
HILI-HPU-012	HEAT PUMP HOMEWORK HELP	TCV072 Rear Return	2nd, 223
HILI-HPU-022	HEAT PUMP 2ND FLR MAG AREA SOUTHEAST	TCV120 Rear Return	2nd, 218
HILI-HPU-028	HEAT PUMP 2ND FLR READING ROOM MIDDLE	TCV160 Rear Return	2nd, 237
HILI-HPU-030	HEAT PUMP 2ND FLR STACKS	TCV160 Rear Return	2nd, 228

HILI-HPU-019	HEAT PUMP 2ND FLR SEATING BY STAIRS	TCV192 Rear Return	2nd, 218
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- A. One (1) TCV036 3 ton vertical water source heat pump complete with PSC motor, CXM control board, single stage compressor, copper coils, "Ultra-quiet" sound attenuation and 2" filter frame. (Order # 460/60/G)
- B. ADD: ¾"x24" stainless steel hose kit with shut-off valves, P/T ports, strainer with blowdown and automatic flow control valve.
- C. One (1) TCV072 6 ton vertical water source heat pumps complete with belt drive motors, CXM control boards, single stage compressor, copper coils, "Ultra-quiet" sound attenuation and 2" filter frame. (Order # 460/60/G)
- D. ADD: 1¼"x24" stainless steel hose kit with shut-off valves, P/T ports, strainer with blowdown and automatic flow control valve.
- E. One (1) TCV120 10 ton vertical water source heat pumps complete with belt drive motors, CXM control boards, single stage compressor, copper coils, "Ultra-quiet" sound attenuation and 2" filter frame. (Order # 460/60/G)
- F. ADD: 1½"x24" stainless steel hose kit with shut-off valves, P/T ports, strainer with blowdown and automatic flow control valve.
- G. Two (2) TCV160 13 ton vertical water source heat pump complete with belt drive motor, CXM control board, single stage compressor, copper coils, "Ultra-quiet" sound attenuation and 2" filter frame. (Order # 460/60/G)
- H. ADD: 2"x24" stainless steel hose kit with shut-off valves, P/T ports, strainer with blowdown and automatic flow control valve.
- I. One (1) TCV192 16 ton vertical water source heat pump complete with belt drive motor, CXM control board, single stage compressor, copper coils, "Ultra-quiet" sound attenuation and 2" filter frame. (Order # 460/60/G)
- J. ADD: 2"x24" stainless steel hose kit with shut-off valves, P/T ports, strainer with blowdown and automatic flow control valve.

VII. Other Terms & Conditions

- A. CML reserves the right to reject any bids and or quotes, as permitted by Ohio Revised Code §9.31.
- B. The Contractor shall not sub-contract any of the Work to any other company without the prior written approval of CML.
- C. Awarded Contractor shall perform the Work in accordance with all local, state, and federal regulations and applicable manufacturer recommendations.
- D. Any damage to a facility done by the awarded Contractor will be the responsibility of the Contractor to repair as required and supervised by CML's Property Management at the Contractor's expense.
- E. CML reserves the right to request additional information from any Contractor, reject any or all bids, to waive any irregularity in the bids, and to not guarantee a

minimum value for the contract to be awarded. The cost for developing the submittal is the sole responsibility of the Contractor.

VIII. Qualifications

- A. The Contractor is required to be in possession of a valid State of Ohio HVAC license issued by the Ohio Department of Commerce and must be in good standing for the duration of this Agreement. If a license is terminated or suspended during the term of this Agreement, CML shall have the right to immediately terminate this Agreement.

IX. Compensation

- A. Equipment
 - 1. The Contractor shall purchase all of the materials listed in the specifications and price proposal form, including all fittings, ancillary equipment, and consumable materials required for the proper operation of the equipment. The Contractor shall utilize industry standard sourcing methods to obtain the lowest price.
 - 2. For this solicitation, the Contractor shall provide a fixed price for all materials, which shall include, but shall not be limited to, labor, tools, equipment, statutory payroll taxes, medicare, social security, insurance, travel time, general and administrative expenses, and contractor profit.
- B. Labor
 - 1. This project is subject to Ohio Prevailing Wage Laws for work to be completed in Franklin County, Ohio.
 - 2. For Labor Services, the Contractor shall provide a fixed rate amount of labor costs for all labor required to complete this project. This shall include, but shall not be limited to, labor, tools, equipment, statutory payroll taxes, medicare, social security, insurance, travel time, general and administrative expenses, and contractor profit.
- C. Rental Equipment and Governmental Fees
 - 1. In the event that the Contractor is required to rent equipment (i.e. lifts, riggers, etc.), costs for rental equipment shall be passed along at cost using original invoices from a bonafide rental agent. CML will not pay any markup for rental equipment.
 - 2. Governmental fees for permits shall be borne by the contractor and reimbursed by CML at net cost based upon the original invoice. Any fines incurred by the contractor on this project shall be borne fully by the contractor.

X. Term

- A. The term of this agreement shall commence upon the later signature date of the Contractor and shall conclude upon final written acceptance of the project, or one (1) year, whichever is sooner.

Columbus Metropolitan Library

Procurement Department

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract").

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a SOW submitted to CML in response to a request (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML).

Contract Changes: Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Contract Orders: CML will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in-person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination, or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination, or cancellation.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to 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 Contractor noting the areas of discrepancy.

Payment: In consideration for the Contractor's performance, CML will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT)*. For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Payment Due Date: CML will pay invoices 30 days after it has received an invoice for supplies and services it has received and accepted, unless otherwise indicated herein.

Taxes: Columbus Metropolitan Library is exempt for all federal, state and local taxes as CML is a political subdivision of the State of Ohio.

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

Contract Renewal: This contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

Delivery

F.O. B. The Place of Destination: The Contractor must provide the 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 unless otherwise stated.

Time of Delivery: If the Contractor is not able to deliver the supplies or services on the date and time specified by CML ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, CML may obtain any remedy provided below or any other remedy at law.

Minimum Orders-Transportation Charges: For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing CML the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse CML shall be considered a default.

Contract Cancellation: Termination: Remedies

Contract Cancellation: If a Contractor 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 Contractor'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 Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of

default to Contractor, 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 Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

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

Remedies for Default:

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

Force Majeure: If CML or Contractor 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 Contractor 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: Contractor 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 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: Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from CML.

Contractor must assume that all CML information, documents, data, records or other material is confidential.

Publicity: Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor 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 Contractor 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 Contractor, and any agent of the Contractor, 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 Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Contractor 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 Contractor. Any Contractor, 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: 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 Contractor 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

Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department 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 Contractor'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 Contractor for immediate correction. If the Contractor fails to rectify the infraction, the department/branch will notify the Procurement Department in order to resolve the issues. These terms and conditions will be used by the Procurement Department 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 Contractor 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. All times referenced herein are Columbus, Ohio local times.
3. *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
7. <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 email: procurement@columbuslibrary.org.

Appendix A
CML/Engineer's Drawings
HVAC Replacement - Hilliard Branch
ITB Number: CML #21-006

The Drawings are located in a separate Excel file under the ITB link at the CML website

Appendix B
Bid Price Form
HVAC Replacement - Hilliard Branch
ITB Number: CML #21-006

The Bid Price Form is located in a separate Excel file under the ITB link at the CML website.

Appendix C
Bidder's Diversity & Inclusion Participation Form
HVAC Replacement - Hilliard Branch
ITB Number: CML #21-006

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

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

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

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

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

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

Appendix D
Acknowledgement of Addenda
HVAC Replacement - Hilliard Branch
ITB Number: CML #21-006

Project Description: HVAC and Mechanical Preventative Maintenance

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 Bid 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 COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____