

## COLUMBUS METROPOLITAN LIBRARY

# Invitation to Bid

**Parking Lot Repairs and Maintenance – Multiple Sites**

**Issue Date: April 4, 2021**

**ITB Number: CML # 21-008**

**Issued by:**

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

**Deadline for Submittal:**

April 29, 2021  
12:00 PM EST



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

**INVITATION TO BID COVER SHEET**

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) *Parking Lot Repairs and Maintenance – Multiple Sites*. The ITB Identification Number is **CML # 21-008**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 PM on Thursday, April 29, 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](mailto: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 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**

CML is seeking Bids from qualified Bidders for *Parking Lot Repairs and Maintenance – Multiple Sites*. The project (“Project”) is to repair/upgrade the parking lot at the following branches:

Franklinton  
1061 W. Town St.  
Columbus, OH 43222

Martin Luther King  
1467 E. Long St.  
Columbus, OH 43203

Parsons  
1113 Parsons Ave.  
Columbus, OH 43206

South High  
3540 S. High St  
Columbus, OH 43207

Bids shall include all necessary materials and labor and all necessary equipment to stage and complete the work (“Work”).

Four different sites will require repair and maintenance, and CML may award more than one Bidder the Work for the different sites.

It is the Library’s intention to obtain all materials and services, as specified in the ITB, from a Contract between the successful Bidder or Bidders and CML.

Bidders, 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 Bidder (the “Contractor”) shall remain responsible for Contract performance, regardless of subcontractor participation in the Work.

**ALL INQUIRES SHALL BE SUBMITTED IN WRITING TO CML.**

## **SCOPE OF WORK**

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

Contractor shall complete the Work at the four (4) sites listed above, which shall include the following services:

All Branches:

1. Seal coat entire parking lot and alley (if applicable) within CML property lines. Refer to Appendix A for boundary lines in all directions.
2. Restripe the entire (both east/lower and west/upper) parking lot to match the existing parking lot with two (2) coats of traffic paint in accordance with CMSC Item 642. Color to match existing in all instances.

Martin Luther King and Parsons Branches only:

Provide CMSC Item 423 Hot Applied Crack Sealing, Type I on all cracks 1/8-inch or wider as identified in Appendix A.

## **GENERAL INSTRUCTIONS**

The Contractor shall furnish all labor, materials, equipment services and supervision required to complete the Work, complying with the specifications outlined within the bidding documents and the Drawings (Appendix A).

The Contractor shall examine the work site prior to submitting a bid. The submission of a bid shall be evidence that this requirement has been met. Failure to inspect the site prior to bidding does not relieve the contractor of the responsibility of performing all work included in the contract.

All rubbish shall be removed and job site shall be kept clean, neat, and orderly. All buildings, walks, steps, fences, shrubs, autos, etc. shall be protected. Any damage caused by the contractor shall be repaired by him at no cost to the owner.

Traffic is to be maintained in the lots during open hours unless otherwise agreed to in advance. The contractor is responsible for directing and regulating the traffic.

Contractor shall provide flagging, signage and any temporary barricades necessary to provide maintenance of traffic ("MOT") throughout duration of Work. All MOT plans are to be coordinated with CML Project Manager prior to beginning Work.

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

The Contractor shall refer to the CML provided Drawings (Appendix A) for the specific details regarding the layout of parking lot, curb placement, stair/handrail placement, all specifications and requirements and any additional information.

All existing drains, grates, drain collars and concrete curbs shall be protected throughout duration of work and returned to CML in existing condition or better.

Final acceptance of Services will be provided in writing to the Contractor by CML. Warranty services, as outlined below, will commence upon the date of final acceptance.

### **RESEAL/RESTRIPE COATING SPECIFICATIONS**

Clean parking lot for crack sealing and seal coating. Remove all vegetation in the pavement and clean per CMSC Item 407.05. Dispose of vegetation and material cleaned from the surface off-site in accordance with local codes.

Clean oil spots with an applicable solution to remove or stop bleeding and allow for adhesion in these areas.

Provide CMSC Item 423 Hot Applied Crack Sealing, Type I on all cracks 1/8-inch or wider.

Provide two coats of CMSC Item 412 Seal Coat on the entire parking lot with a minimum of four (4) pounds sand/slurry.

Restripe the entire (both east/lower and west/upper) parking lot to match the existing parking lot with two coats of traffic paint in accordance with CMSC Item 642.

All full-depth pavement and concrete repairs to be discussed/coordinated with CML on a case by case basis by location.

### **CONTRACTOR QUALIFICATIONS**

At the time of the bid submission, the Contractor shall have a minimum of three (3) years of experience in providing the services detailed in this specification and shall be currently providing these services.

Individual experience as a principal, officer, or employee of an organization cannot be used to satisfy this requirement. Experience as a subcontractor cannot be used to satisfy this requirement.

The Contractor shall be required to provide a minimum of three (3) references for similar projects outlined in this specification completed within the previous three (3) years upon request of CML.

### **BONDS**

No bid will be received or considered which is not accompanied by a Bid Bond issued by a surety company which is authorized to do business in the State of Ohio.

The bid bond shall insure the CML to the extent of not less than ten percent (10%) of the amount of the total bid price.

In lieu of bid bond, the bid may be accompanied by a deposit of ten percent (10%) of the amount of the total bid price. Such deposit shall consist of a certified check upon a

state or national bank or trust company or a check of such bank or trust company signed by a duly authorized officer thereof, drawn to CML.

The bid deposit, in whatever form, must be enclosed with the Contractor's sealed bid documents in a separate sealed envelope.

The bid bond, or check, as the case may be, shall assure CML of the adherence of the bidder to its bid and the execution of the Contract, if the bid is accepted.

Within five (5) days of the opening of bids, bid bonds or deposits, in whatever form, will be returned to all but the three (3) lowest responsive bidders. Where all bids are rejected, bid bonds or deposits, in whatever form will be returned to all bidders.

If the Bidder whom the Contract is awarded refuses or neglects to execute the Contract, or fails to furnish the required security, within five (5) days after notice to the Contractor of the award, the amount of the deposit, or as much thereof as may be applicable to the amount of the award made to the Contractor, shall be forfeited, and shall be retained by CML. The Bidder shall also be liable for and agrees to pay CML on demand, the difference between the price bid by the awarded Contractor and the price for which such Contract shall be subsequently re-let, including the cost of such re-letting, if any, less the amount of the bid deposit. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid.

### **WARRANTY**

The Contractor shall warrant for a period of one (1) year after final acceptance of services, including any and all construction work, installations, additions, and modifications, and that such additions, modifications and equipment, and all component parts shall be free from defects in material and workmanship and shall operate in accordance with their intended uses and manufacturers published specifications, or better. The warranty period shall commence after the installation or work has been completed by the Contractor and accepted by CML.

CML will use its best efforts to notify the Contractor during the warranty period if any installation and/or component is not in good working order.

The Contractor shall repair or replace, at CML's sole option, any installation or parts not in good working order, at no additional cost to CML, within five (5) business days from oral or written notification by CML.

The Contractor shall provide and bear the cost of all labor and materials required to meet its obligations under this warranty.

## **COMPENSATION**

Contractor shall provide a fixed, not to exceed price for each of the following services which shall sum to the total bid price:

1. Crack fill as necessary.
2. Seal coat entire parking lot and alley within CML property lines.
3. Restriping as noted in the Drawings (Appendix A).

The fixed, not to exceed price for the services listed above shall be all inclusive, and shall include but shall not be limited to, labor, materials, supplies, warranty, capital equipment costs, statutory payroll taxes, workers compensation, social security, fringe benefits, overhead, insurance, bonds, transportation costs, shipping and freight costs, travel time, vehicles, tools, attendant expenses, consumable materials, general and administrative expenses and contractor profit. The fixed, not to exceed price submitted at the time of the bid shall be binding and shall not be subject to any additions, markups, percentage multipliers, or cost of living adjustments.

The fixed, not to exceed price submitted at the time of the bid shall remain in effect for one (1) full calendar year from the date of submittal.

When submitting Bids for the Work to be performed, Bidders must:

1. Refer to the Bid Price Submission Form (Appendix B)
2. Submit a schedule or estimated project duration

## **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 C, *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 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](mailto:procurement@columbuslibrary.org), with the Bid Identification Number **CML #21-008**, 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

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.

## 3. Completed Bidder’s Diversity & Inclusion Participation Form – Appendix C

## 4. Completed Acknowledgement of Addenda Form – See Appendix D

### **ADDITIONAL INFORMATION**

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Website: [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business) at least five (5) business days prior to the ITB opening. Bidders are responsible for 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](mailto: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](http://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.

<b>Activity</b>	<b>Target Completion Date</b>
Issuance of ITB Inquiry Period Begins	April 4, 2021
Inquiry Period Ends	April 22, 2021
Final Response to Vendor Questions	April 23, 2021
Due Date	April 29, 2021
Selection of Successful Bidder	TBD

**BID PRICE SUBMISSION FORM**

Instructions:

The Bidders shall submit a fixed, not to exceed price for all items on the Bid Price Submission Form (Appendix B). The fixed, not to exceed price for the services listed above shall be all inclusive, and shall include but shall not be limited to, labor, materials, supplies, capital equipment costs, statutory payroll taxes, workers compensation, social security, fringe benefits, overhead, insurance, bonds, transportation costs, shipping and freight costs, travel time, vehicles, tools, attendant expenses, consumable materials, general and administrative expenses and contractor profit. The fixed, not to exceed price submitted at the time of the bid shall be binding and shall not be subject to any additions, markups, percentage multipliers, or cost of living adjustments.

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](mailto:accountspayable@columbuslibrary.org). The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Supplier noting the areas of discrepancy.

**Payment:** In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT)*. For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

**Payment Due Date:** CML will pay invoices 30 days after it has received an invoice for products, supplies and services it has received and accepted.

**Taxes:** Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

**Term of Contract:** This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless cancelled in accordance with the Terms found herein.

**Contract Renewal:** This Contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

### **Delivery**

**F.O. B. The Place of Destination:** Where applicable, the Supplier must provide the products, supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid and included, unless otherwise stated.

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

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

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

**Contract Cancellation:** If a Supplier fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered:** If the Supplier's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

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

### **Remedies for Default:**

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

**Force Majeure:** If CML or Supplier is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

**CML Consent to Assign or Delegate.** The Supplier may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

**Indemnification:** Supplier will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the 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.

**Appendix A**  
**CML/Engineer's Drawings**  
**Parking Lot Repairs and Maintenance – Multiple Sites**  
**ITB Number: CML #21-008**

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

**Appendix B**  
**Bid Price Submission Form**  
**Parking Lot Repairs and Maintenance – Multiple Sites**  
**ITB Number: CML #21-008**

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

**Attachment C**  
**Bidder's Diversity & Inclusion Participation Form**  
**Parking Lot Repairs and Maintenance – Multiple Sites**  
**ITB Number: CML #21-008**

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

	<b>A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS</b>	\$
	<b>TOTAL BID</b>	\$
	<b>B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)</b>	%

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**  
**Parking Lot Repairs and Maintenance – Multiple Sites**  
**ITB Number: CML #21-008**

Project Description: Parking Lot Repairs and Maintenance – Multiple Sites

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 Proposal 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: \_\_\_\_\_

Authorized Representative:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_