

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

First Aid Kits/AED Maintenance Services

Issue Date: 11/11/2021

ITB Number: CML # 21-021

Issued by:

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

Deadline for Submittal:

12/7/2021

No later than 12:00 Noon



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) ***First Aid Kits/AED Maintenance Services***. The ITB Identification Number is CML# 21-021.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org 12/7/2021, **no later than 12:00 PM**.

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 proposals 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 (“Bidder”) declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this ITB and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

The Bidder certifies, by signature affixed to this Invitation to Bid Cover Sheet, that the information provided by it in response to the ITB, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Bid	(Please print or type)	Title
Bidder Name		
Mailing Address		
City	State	ZIP
Telephone		
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.

SCOPE OF WORK

I. Introduction

- A. The Columbus Metropolitan Library (CML) seeks the services of a qualified Contractor to regularly check and restock first-aid supplies, and check and maintain AEDs at CML locations listed in Attachment A.
- B. CML will be issuing one (1) contract for this service.

II. Definitions

- A. "AED" means Automated External Defibrillator.
- B. "Agreement" means this Agreement, including any additional documentation, modifications, or other supporting documentation.
- C. "BBP" means Blood Borne Pathogen.
- D. "CFO" means Chief Financial Officer of the Columbus Metropolitan Library.
- E. "Contractor" means the party providing the Services pursuant to this Agreement.
- F. "CML" or "The Library" means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.
- G. "CML Authorized Representative" means the CML Director of Security, Diversity and Inclusion or Designee.
- H. "CML Facility" means any CML branch, distribution center, or other location owned, leased, or operated by CML.
- I. "Services" means the Services being provided pursuant to this Agreement.

III. Scope of Services

- A. Specifications and Requirements – First Aid Cabinets
 - 1. Detailed CML Specifications and Requirements for the first-aid supplies are listed in Attachment B of this Invitation to Bid.
 - 2. CML and the Contractor shall jointly establish an inspection schedule within thirty (30) days of the commencement of this Agreement. Any deviation from this schedule shall be approved in advance in writing by the CML Authorized representative.
 - 3. The Contractor shall visit all first aid cabinet units at the intervals indicated. For first aid kits and AED/BBP equipment located in staff/restricted areas, the Contractor must be accompanied by an on-site CML employee.
 - 4. The Contractor shall sanitize cabinets from any body fluids that may be noticeable.
 - 5. The Contractor shall utilize existing first aid cabinets to the extent possible. CML has installed first aid cabinets that comply with ANSI/SEA Z308.1-2014 standards in its locations.
 - 6. The Contractor shall affix its company information as well as a telephone number for service to the exterior to the cabinet.
 - 7. Services shall be provided during normal business hours, Monday-Friday, 9:00 am – 5:00 pm.
 - 8. The Contractor shall ensure that all materials provided are compliant with current American National Standards Institute (ANSI) Class B and latex-free.
 - 9. The Contractor shall maintain a database of the Lot # of products distributed to CML for recall purposes. In the event of a product recall, the Contractor shall notify CML and replace all products subject to the recall at no additional charge to CML.
 - 10. Provide reports showing inspections and compliance.
 - 11. Provide inspection logs and related documentation showing inspections and maintenance of all first aid kits.

B. Specifications and Requirements - AED

1. The Contractor shall conduct a Quarterly inspection and visual check to include:
 - a. Signs of damage
 - b. A status indicator shows AED is "Rescue Ready"
 - c. A sealed and complete fast pack response kit is attached to the AED
 - d. Pads are connected to the AED
 - e. Checking that no chirping, humming, or any other sounds are coming from the device
2. The Contractor shall maintain inspection logs, maintenance reports, and related documentations for all equipment and be prepared to produce these logs for inspection within twenty four (24) hours of a written request by the CML Authorized Representative.
3. Semi-annual functionality testing to be completed during the 1st and 3rd quarter inspection. Expired pads to be replaced.

C. Bloodborne Pathogens/Sharps Program Requirements

1. Provide manifest to show tracking of bio-medical waste, transportation and disposal, and include date of pick-up and disposal.

IV. Contractor Qualifications

- A. At the time of the bid submission, the Contractor must have been in business at least (3) years and must be currently providing the services outlined in these specifications. Experience as a subcontractor, employee, or principal of another company that is not responding to this solicitation cannot be used to satisfy the qualifications requirements in this solicitation.

V. Quality Control Services

- A. The Contractor shall have a documented quality control program which shall be subject to inspection by CML.
- B. The Contractor shall produce results from its Quality Control program to the CML Authorized Representative within forty-eight (48) hours of request.

VI. Compensation

- A. The Contractor shall provide a fixed monthly price for inspection, supply and restocking services, and AED Maintenance, including the restocking of all first aid kits and the replacement of all AED batteries, as needed.
- B. The fixed price shall be all inclusive, and shall include, but shall not be limited to, labor, materials, maintenance, medicare, Social Security, statutory payroll taxes, travel time, consumable materials, general and administrative expenses, and Contractor profit.
- C. CML does not guarantee a fixed quantity of work. CML will compensate the Contractor only for services rendered and approved by the CML Authorized Representative.
- D. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
- E. CML is a tax exempt organization.

VII. Term

- A. The term of this agreement shall commence upon the signature date, shall continue for twenty-four (24) months.
- B. CML and the Contractor may mutually extend the contract agreement on a month-to-month basis for an additional twenty-four (24) months.

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.

A completed Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal or 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 response to this Invitation to Bid, the Contractor acknowledges that it complies 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 complies with such requirements.

BID REQUIREMENTS

The Bidder is responsible for all information contained in any addenda issued. All responses shall be in the following prescribed format.

BID INSTRUCTIONS

Each Bidder must submit one (1) original Bid, completed and signed in blue ink, via email with “*ITB CML 21-021 –First Aid Kits and AED Maintenance Services*” in the subject line and the vendors' name in the file attachment(s).

The bid submission shall include the following:

1. Cover Letter

A cover letter, on the Bidder's letterhead, shall be submitted and shall include, but need not be limited to, the following information:

- A. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
- B. A statement that the Bid will be valid for 90 days.
- C. Identification of all the material enclosures submitted in response to this ITB.
- D. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet the needs as described in this ITB. This information shall include:
 - I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.
 - II. The name, address, and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
 - III. A Statement that the bidder is in good standing with its manufacturer and is not subject to any sanctions, suspensions, or other administrative actions. If any sanctions, suspensions, or administrative actions are occurring, the Contractor shall disclose them in their cover letter.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understands all requirements of the ITB.

2. Project Overview (“Work Plan”)

The Work Plan should include a detailed description as to how the Bidder will deliver on every aspect of the Project. In addition, the Contractor shall identify its intended partner for sharps/medical waste removal.

3. Bidder's Qualifications

Information included in this section shall include, but not be limited to, the following:

- A. Statement of Affirmation as to Bidder'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 ITB submission.

4. Completed Bid Price Submission Form (Appendix A)

5. Completed Acknowledgement of Addenda Form (Appendix C)

6. Invitation to Bid Cover Sheet

7. Bidder's Diversity and Inclusion Participation Form (Appendix B)

Bids must be received by the Procurement staff via email at procurement@columbuslibrary.org **no later than 12:00 PM on 12/7/2021.**

Any bid ("Bid") arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services.

EVALUATION CRITERIA

CML will review all bids, and bids will be evaluated based on the lowest Total Bid Price.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on our website at www.columbuslibrary.org/about/doing-business at least five (5) business days before the ITB opening. Bidders are responsible for any information provided in all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Bid in response to this ITB is the Bidder's acknowledgment that subjective criteria may be used in the evaluation of Bids. Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

ITB & BID QUESTIONS

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 proposal due date.**

CML will post written responses to all properly received questions no later than five (5) days prior to the proposal 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 a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	11/11/2021
Inquiry Period Ends	Seven (7) Days prior to the bid due date
Final Response to Vendor Questions	Five (5) Days prior to the bid due date
Due Date	12/7/2021
Selection of Successful Bidder	TBD

*CML reserves the right to modify this schedule at CML’s discretion. 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.***

BID PRICE SUBMISSION FORM

See Appendix A

Attachment A – AED and First Aid Cabinet Locations

AED Locations

Location	Housing	Serial #	Brand	Model
Barnett	Front Desk	11C00308682	HeartSine	Samaritan
Canal Winchester	Staff Entrance	14D00904167	HeartSine	Samaritan 360
Cols Library – Operations	Upstairs Hallway	102020484	Defibtech	LifeLine
Driving Park	Rear Hallway	11C00308680	HeartSine	Samaritan
Driving Park	Front Hallway	13C00425823	HeartSine	Samaritan
Dubin	1 st Floor Copier	18G00002900	HeartSine	Samaritan 450
Dublin	2 nd Floor Emergency Stairs	18G00002898	HeartSine	Samaritan 450
Dublin	LL Restroom/Café	18G00002899	HeartSine	Samaritan 450
Franklinton	Front Desk	11C00308593	HeartSine	Samaritan
Gahanna	Front	102025889	Defibtech	LifeLine
Hilliard	Front Entrance	17G00002162	HeartSine	Samaritan 450
Hilliard	2 nd Floor Study Rm 7	18G0000461	HeartSine	Samaritan 450
Hilltop	Front Entrance	102025892	Defibtech	LifeLine
Karl Road	Breakroom	102025824	Defibtech	LifeLine
Karl Road	NEED	101284987	Defibtech	LifeLine
Karl Road	Beside Public Elevator	101285052	Defibtech	LifeLine
Linden	Breakroom	11C00308586	HeartSine	Samaritan
Main	1 st Floor First Aid Room	102017763	Defibtech	LifeLine
Main	2 nd Floor Near Staff Restrooms	102025873	Defibtech	LifeLine
Main	First Aid Room	14D00904253	HeartSine	Samaritan 350
Main	3 rd Floor – Adult Services Staff Entrance	11C00308641	HeartSine	Samaritan
Main	Penthouse	102025870	Defibtech	LifeLine
Marion Franklin	Breakroom	14D00812379	HeartSine	Samaritan
Martin Luther	Entrance	11C00308675	HeartSine	Samaritan
New Albany	Rear Circulation	102025840	Defibtech	LifeLine
Northern Lights	Copy Room	11C00308592	HeartSine	Samaritan
Northside	2 nd Floor Computer Lab	14D00904237	HeartSine	Samaritan
Northside	1 st Floor Bathrooms	14D00903861	HeartSine	Samaritan 350
Parsons	Front Entrance	11C00308572	HeartSine	Samaritan
Reynoldsburg	Manager's Office Hallway	102025836	Defibtech	LifeLine
Shepard	Front Entrance	11C00308564	HeartSine	Samaritan
South High	Entrance	102025865	Defibtech	LifeLine
Southeast	Front Entrance	102025709	Defibtech	LifeLine
Whetstone	Outside Manager's Office	102025848	Defibtech	LifeLine
Whitehall	Meeting Room Hallway	14D00904251	HeartSine	Samaritan
Whitehall	Customer Holds Hallway	14D00903881	HeartSine	Samaritan

First Aid Cabinet Locations

Location ▲	Housing Location	Type	Protocol	Service Cycle
Barnett (formerly Livingston)	Outside Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Canal Winchester	Staff Breakroom	2-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Cols Library - Operations	1st Floor Distribution Kitchenette	Portable Kit	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Driving Park	Quiet Room	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Dublin	Staff Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Franklinton	Staff Restroom	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Gahanna	Back of Main Office	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Hilliard	Restroom 2	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Hilliard	2nd Floor Circulation	Portable Kit	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Hilliard	1st floor copier	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly

Hilltop	Restroom 1	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Karl Rd	2nd Floor Staff Room\m by Staff Elevator	5-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Linden	Rear Entrance	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	1st Floor - Main Security Class B	2-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class B	Monthly
Main Branch	1st Floor - Children's	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Basement - Kitchenett	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Basement Ramp Hall - Rare Book room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Basement Staff Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Basement - Maint. Office #1	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Basement - Circulation	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Basement - Security Office - Class B	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class B	Monthly
Main Branch	1st Floor - First Aid Room	2-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	1st Floor - Java Bar	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly

Main Branch	2nd Floor - Staff Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	3rd Floor - Genealogy Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	3rd Floor - Adult Services Infoline	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	3rd Floor - Adult Services	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Penthouse	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	2nd Floor - Administration Office	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	Basement - First Aid Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	1st Floor Check-in	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Main Branch	2nd Floor - Storage Closet/Emergency Exit	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Marion Franklin	Back Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Martin Luther	Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
New Albany	Back Hallway	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Northern Lights	Restroom	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly

Northside	Staff Office Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Parsons	Staff Restroom	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Reynoldsburg	Outside Managers Office	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Shepard	Staff Restroom	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
South High	Staff Restroom	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Southeast	Coat Room Hallway	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Whetstone	Outside Break Room	3-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly
Whitehall	Outside Staff Restrooms	4-shelf	29 OSHA 1910.151 / ANSI Z308.1-2015 Class A	Monthly

Attachment B – First Aid Kits & Required Supplies

ANSI Z30 8.1- 20 15, I First Aid Supply TABLE 1: CLASSES OF FIRST AID KITS & REQUIRED SUPPLIES				
First Aid Supply	Minimum Quantity		Minimum Size	
	Class A Kits	Class B Kits	(US)	(Metric)
Adhesive Bandage	16	50	1 x 3 in.	
Adhesive Tape	1	2	2.5 yd (total)	
Antibiotic Application	10	25		
Antiseptic	10	10		
Breathing barrier	1	1		
Burn Dressing (Gel Soaked)	1	2	4 x 4 in.	10 x 10cm
Burn Treatment	10	25	1/32oz.	0.9g
Cold Pack	1	2	4 x 5 in.	10 x 12.5cm
Eye Covering (with Means of Attachment)	2	2	2.9 sq. in.	19 sq. cm
Eye/Skin Wash	1 fl. oz. total	4 fl. Oz. total	29.6	118.3 ml
First Aid Guide	1	1	N/A	N/A
Hand Sanitizer	6	10	1/32 oz.	0.9 g
Medical Exam Gloves	2 pair	4 pair	N/A	N/A
Roller Bandage (2 inch)	1	2	2 in. x 4 yd.	5 cm x 3.66 m
Roller Bandage (4 inch)	0	1	4 in. x 4 yd.	10 cm x 3.66 m
Scissors	1	1	N/A	N/A
Splint	0	1	4.0 x 24 in.	10.2 x 61 cm
Sterile Pad	2	4	3 x 3 in.	7.5 x 7.5 cm
Tourniquet	0	1	1 in. (width)	2.5 cm (width)
Trauma Pad	2	4	5 x 9 in.	12.7 x 22.9 cm
Triangular Bandage	1	2	40 x 40 x 56 in.	101 x101 x 142 cm

Note: The listing shows the minimum required components for both Class A and Class B kits.

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Invitation to Bid (ITB), including the Instructions and Interpretations to Bidder, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the ITB; the completed sealed written Bid, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Invitation to Bid (ITB) have similar meaning and are used interchangeably, where appropriate.

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Bid submitted to CML in response to an ITB (referred to as the "Supplier" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

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

Contract Orders: CML will order products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

Subcontracting: The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor will not need CML's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

CML's approval of the use of subcontractors does not mean that CML will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold CML harmless for and will indemnify CML against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record-keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide

exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to Accounts Payable, Finance Department via the following e-mail address: accountspayable@columbuslibrary.org . The invoice must be a proper invoice to receive consideration for payment. A “proper Invoice” is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Supplier noting the areas of discrepancy.

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

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

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

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

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

Delivery

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

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

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

- A. **Contract Performance is Substantially Endangered:** If the Supplier’s default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier’s default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, CML has not waived any of its rights or remedies concerning the default.

- C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. Cancellation for Financial Instability: To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

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

Remedies for Default:

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

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

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

Indemnification: Supplier will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Supplier's performance under this Contract, including the performance by Supplier's employees and agents and any individual or entity for which the Supplier is responsible.

Confidentiality: Supplier may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Supplier may not disclose any information obtained by it as a result of the Contract without written permission from CML. Supplier must assume that all CML information, documents, data, records or other material are confidential.

Publicity: Supplier and any of its subcontractors may not use or refer to this Contract to promote or solicit Supplier's or subcontractor's supplies or services. Supplier and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any

provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Workers Compensation: The Supplier shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department 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 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 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 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 Supplier's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Supplier for immediate correction. If the Supplier fails to rectify the infraction, the department/branch will notify the 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 Supplier warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and comply with the contract specifications.

ADDITIONAL TERMS:

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.

4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at:
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: procurement@columbuslibrary.org.

Appendix A

Bid Price Submission Form

I. Annual AED Inspection

Quantity of CML AED Locations (A)	Fixed Price per Annual Inspection (B)	Total (A) x (B) = (C) (C)
36	\$ _____	\$ _____

II. First Aid Kit Inspections

Quantity of CML First Aid Kits (A)	Fixed Price per Inspection (B)	Total (A) x (B) = (C) (C)	Frequency (per year) (D)	Grand Total (C) x (D) = (E) (E)
44	\$ _____	\$ _____	12	\$ _____

Total Bid Price (Part I + Part II).....\$ _____

Submitted by:

Company Name

Name

Title

Signature

Date

Notes:

- A. The Contractor shall provide a fixed monthly price for supplying and restocking services, and AED Maintenance, including the restocking of all first aid kits and the replacement of all AED batteries, as needed.
- B. The fixed price shall be all inclusive, and shall include, but shall not be limited to, all, maintenance, medicare, Social Security, statutory payroll taxes, consumable materials, general and administrative expenses, and Contractor profit.
- C. CML does not guarantee a fixed quantity of work. CML will compensate the Contractor only for services rendered and approved by the CML Authorized Representative.
- D. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
- E. CML is a tax exempt organization.

Appendix B

RFP# 21-020- AED/CPR/First Aid Restocking Supplies and Services

Bidder's Diversity & Inclusion Participation Form

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.		\$

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 foregoing 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 C

Acknowledgment of Addenda

Project Description: **RFP# 21-020- AED/CPR/First Aid Restocking Supplies and Services**

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: _____