

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Southeast Lighting Project

Issue Date: July 28, 2022

RFP Number: CML #22-032

Issued by

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

Deadline for Submittal

August 19, 2022
No later than 12:00 NOON EST



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) for Southeast Lighting Project. The ITB Identification Number is **CML # 22-032**.

Proposals 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 August 19, 2022**.

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 pm seven (7) days prior to the bid 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		
E-mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL

OVERVIEW

The Columbus Metropolitan Library is seeking Bids from qualified Bidders for the *Southeast Lighting Project*. The project ("Project") includes upgrading all exterior lights to LED and installing additional lighting in specific areas of the building. Bids shall include all materials and labor and all necessary equipment to stage and complete the work ("Work").

It is the Library's intention to obtain materials and services, as specified in the ITB, thru a Contract between the successful Bidder 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. The successful Bidder (the "Contractor") shall remain responsible for Contract performance, regardless of subcontractor participation in the Work.

GENERAL INSTRUCTIONS

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

The Bidder shall examine the worksites and bid attachments 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.

The successful Bidder is responsible for the removal of all debris and excess material from the job site on a daily basis. Use of CML's dumpster is not permitted.

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

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

PRE-BID Walk Through

A pre-Bid walk-through at 3980 S Hamilton Rd, Groveport, OH 43125 will be held **on August 8, 2022, at 12:30 PM** to discuss the requirements of this ITB and answer any questions. Interested Bidders will be asked to RSVP to procurement@columbuslibrary.org.

SCOPE OF WORK

- I. Introduction
 - A. The Columbus Metropolitan Library (CML) is currently seeking a qualified Contractor to retrofit and install LED lighting at our Southeast branch.
- II. Definitions
 - A. "Agreement" means this Agreement, including any additional documentation, modifications, or other supporting documentation.
 - B. "CFO" means Chief Financial Officer of the Columbus Metropolitan Library.
 - C. "Contractor" means the party providing the Services pursuant to this Agreement.
 - D. "CML" or "The Library" means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.
 - E. "CML Authorized Representative" means the CML Director of Property Management or Designee.
- III. Scope of Services
 - A. The upgrade at Southeast consists of removing all of the old parking lot fixtures and installing (8) ESX1 R3, (1) ESX1 R5, and (3) ESX1 R5 double head Lithonia LED pole head fixtures. (23) LBR10 ALO3 10" downlights, (2) 4RLA recessed lights.
 - B. The awarded Contractor is responsible for supplying, at its own expense, all supervision, labor, equipment, machines, tools, materials, transportation, and anything necessary to perform work.
 - C. When a particular brand/make/stock number is listed in the bid, such reference has been made solely for the purpose of more clearly defining the general description and the stand of minimum quality and construction. If an alternate product is proposed, it is the Bidder's responsibility to submit literature and detailed specifications of the alternate product with their bid. CML shall be the sole judge in the exercise of its discretion for determining whether the alternate product is equal and acceptable.
 - D. The installation shall include the removal and disposal of existing bulbs. All installations shall be in the accordance with manufacturer's recommendations.
 - E. Installation shall be performed by a licensed electrical contractor. All installation work shall be scheduled and coordinated with an authorized CML representative.
 - F. Upon completion of the installation, lighting equipment must be in operating order and free from defects in condition and finish.
 - G. The awarded Contractor may be required to provide a written job quote for additional electrical services performed under this bid.
 - H. CML reserves the right to inspect all work prior to payment. Final project approval is contingent on the final inspection by an authorized CML representative. The awarded Contractor shall promptly correct all work rejected by an authorized CML representative.
 - I. It is the sole responsibility of the awarded Contractor performing services for this contract to safeguard their own materials, tools, and equipment. CML shall not assume any responsibility for vandalism and/or theft of materials, tools, and/or equipment.
 - J. The awarded Contractor shall be responsible for the removal and disposal of all light

fixtures, bulbs, and other materials under this bid. (Contractor may not use CML dumpster.)

- K. The awarded Contractor must provide a one-year warranty for parts and labor, for any failed fixture.
- L. The awarded Contractor shall be responsible for any damage to CML property, personnel property, or visitor property due to negligence on the part of the awarded Contractor, its employees, or its agents. The awarded Contractor agrees to repair, at its own expense, any damage caused by the awarded Contractor, its employees, or its agents.
- M. All scheduled work shall occur between the hours of 7:00 AM and 9:00 PM Monday through Friday.
Each day throughout the project it is expected that no less than 90% of all existing exterior fixtures will be working during the night hours.

IV General Terms

- A. The Contractor shall follow all site-specific directions offered by the CML Authorized Representative.
- B. Outside of the posted hours of operation of each CML facility, the only people permitted inside CML facilities are CML employees designated by the CML Authorized Representative and the Contractor. Under no circumstances can the Contractor permit access to any other person, other than people specifically designated by the CML Authorized Representative.
- C. CML may request that the Contractor conduct random checks of all lockers, parcels, and personal items of Contractor employees to ensure that library materials are not being removed without permission.
- D. Smoking is not permitted in any CML facilities.
- E. CML will issue keys to Contractor employees, which may include metal keys and/or electronic key cards. The Contractor shall maintain a custody log of all keys and take care that no duplicate sets of keys are made. All keys and/or electronic key cards are the property of CML and shall be returned upon request, at the conclusion of this agreement, or upon the removal of a Contractor employee. The fee for replacement keys and/or electronic key cards is ten dollars (\$10.00) per item, which will be deducted from the Contractor's invoice. CML reserves the exclusive right to waive this fee.
- F. In the event the Contractor takes an action that causes a police, fire, or emergency response or a response from the CML fire and/or intrusion monitoring contractor, the Contractor shall be responsible for any fees, costs, fines, or penalties associated with said response. Any fees, costs, fines, or penalties will be deducted from the Contractor's invoice. CML reserves the exclusive right to waive this fee.
- G. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.
- H. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall

determine if failure to provide deliverables and services has caused or are likely to cause impairment to the operation of CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by CML in this regard shall be final and shall not be arbitrary or capricious.

IV. Contractor Qualifications

- A. At the time of the bid submission, the Contractor must employ a sufficient number of employees to complete the project scope.
- B. At the time of the bid submission, the Contractor shall have a minimum of three (3) years of experience providing exterior LED light installation services similar to what is described in these specifications and shall be currently providing these services.
- C. Experience as an employee, subcontractor, director, or principal of another organization will not be accepted.
- D. The Contractor shall provide at least three (3) references for engagements within three (3) years of the proposal submission date for customers with similar projects. Contractor references shall be located in the Columbus Metropolitan Area. References shall include the customer name, engagement manager's name, phone number, and email address. If CML is unable to contact the supplied reference(s), the Contractor shall supply additional references. Failure to do so may result in a determination of non-responsiveness and a rejection of the Contractor's bid.

V. Quality Control Services

- A. The Contractor shall have a documented quality control program which shall be subject to inspection by CML.
- B. At the completion of the project, the awarded contractor will complete a full "punch out" walk-through with the CML Operations Manager.

VI. Compensation

- A. The Contractor shall submit a fixed price for all lighting upgrades, additions, and installation.
- B. 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.
- C. 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.

VII. Term

- A. The term of this agreement shall be 120-days.

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

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal for Work on the Project, the Proposer 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 Proposer 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 Proposer 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 Proposer 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

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

BID INSTRUCTIONS

Each Bidder must submit one (1) original Bid via email to procurement@columbuslibrary.org with the proposal file titled ***ITB CML 22-032 Southeast Lighting Project***

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 all requirements 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 with the Bidder.
 - II. The name, address, and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understands all requirements of the ITB.

2. Project Overview ("Work Plan")

The Work Plan should include a detailed description of how the Bidder will deliver on every aspect of the Project, including a demonstration of a quality control program.

3. Bidder's Qualifications

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

- A. A Statement of Affirmation as to Bidder's ability to perform the Work.
- B. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the bid submission.

4. Completed Bid Price Submission Form (Appendix A)

5. Bidders Diversity and Inclusion Participation Form (Appendix B)

6. Completed Acknowledgement of Addenda Form (Appendix C)

7. Invitation to Bid Cover Sheet

Bids must be received electronically by the Procurement staff at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 PM on August 19, 2022.**

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

1. Responsive Bids will be evaluated based on the lowest Total Bid Price.
 - a. Responsive bidders are defined as a bidder that has submitted a bid that fully conforms in all material respects to the ITB, including all forms and substance

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library website: <https://www.columbuslibrary.org/doing-business/> at least five (5) business days prior to the ITB opening. Bidders are responsible for any information provided in any and all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date, and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Bid in response to this ITB is the Bidder's acknowledgment that subjective criteria may be used in the evaluation of Bids. The 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 fact

ITB & BID QUESTIONS

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

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

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	July 28, 2022
Pre-Bid Walk Through	August 8, 2022 @ 12:30 pm
Inquiry Period Ends	7 days prior to due date
Final Response to Vendor Questions	5 days prior to due date
Due Date	August 19, 2022 (12:00 Noon)
Selection of Successful Bidder	August 2022

Notification of changes in the response due date will be posted on the CML Website or as otherwise stated herein. All times are Columbus Local Time

Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Request for Proposal (RFP), 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 RFP; 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 Request for Proposal (RFP) 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 RFP (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 W-9 form should be included with the Proposal, emailed to procurement@columbuslibrary.org 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.

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
ITB #22-032
Bid Price Submission Form

LED Lighting & Installation

Quantity (A)	ITEM	Cost Per Item (B)	Total (A) x (B) = (C) (C)
12	LED Pole Head Fixtures	\$	\$
23	Down Lights		
2	Recessed Lights		
1	Installation	\$	\$

Total Bid Price\$_____

Signed By: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Notes:

- A. The Contractor shall provide fixed unit prices for lighting components and installation. The Total Bid Price shall be fully burdened, and shall include but shall not be limited to, labor, materials, shipping, warehousing, Social Security, Medicare, Insurance, Bonds, tools, vehicles, travel time, general and administrative expenses, and Contractor profit.
- B. 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.
- C. 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.
- D. CML is a tax-exempt organization.

Appendix B
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 in the project is: _____%.

The bidder's commitment of total workforce hours for Women Workforce participation in 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: Southeast Lighting Project

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 BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative: _____

Name: _____

Signature: _____

Title: _____

Date: _____

