

## COLUMBUS METROPOLITAN LIBRARY

# Request for Proposal

Pop-Up Mobile Library Vehicle

**Issue Date: April 1, 2024**

**RFP Number: CML #24-009**

**Issued by**

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

**Deadline for Submittal**

April 22, 2024  
No later than 12:00 NOON EST



## REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for *A Pop-Up Mobile Library Vehicle* (“Project”). The RFP Identification Number is: **CML #24-009**.

Proposals must be received via email at [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) , no later than **12:00 Noon on April 22 , 2024**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be considered late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted in writing no later than 5:00 p.m. seven (7) days prior to the proposal due date to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

The Proposer (“Proposer”) declares to have read, understood, and affirms, by its signature below, to be bound by all the instructions, terms, conditions and specifications of this RFP and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified goods or services at the prices proposed.

The Proposer certifies, by signature affixed to this “Request for Proposal Cover Sheet”, that the information provided in response to this RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing proposal (Please print or type)		Title
Proposer 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 PROPOSAL**

**INTRODUCTION**

The Columbus Metropolitan Library is seeking Proposals from qualified Proposers to build a highway ready, non-CDL required, Ohio Class D license drivable, mobile library vehicle.

The vehicle will function as a pop-up library capable for accessing off street public locations. Visitors will not enter the vehicle. All features and services will be externally accessible. Features will include the ability to power and operate on board and exterior technology and device charging, allow for Wi-Fi access, including display monitors and storage areas.

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

**PROJECT OVERVIEW**

The Proposer is required to submit a detailed scope of work (“SOW”) with its proposal. The SOW must include all labor, services, materials, and products to provide a Pop-Up mobile library. The vehicle must meet all applicable Federal Motor Vehicle Safety Standards and State requirements. The chassis basis of design is a Ford F-350, though other base chassis may be considered.

Please provide drawings, mockups and example photos of design that best meets the listed features and details for the Pop-Up Mobile Library Vehicle.

**GENERAL INSTRUCTIONS**

This project (“Project”) is to provide labor, materials, and supervision to build a highway ready, non-CDL required, Ohio Class D license drivable, mobile library vehicle.

Proposers must be able to provide all products / services and meet all the requirements contained in this solicitation, and the successful Proposer (the Contractor) shall remain responsible for Contract performance for the duration of the agreement.

**Basis of Design Model:**

- Ford E-Series Cutaway E-350

**Specifications**

Line #	Standard Specification Items	Requirement
<b>Fuel System</b>		
1.	Gasoline	Standard Unleaded Gas
<b>Dimensions</b>		
2.	Style	Cutaway
3.	Wheelbase (in.)	138”
4.	Overall Length (in.)	240”
5.	Overall Height (in.)	80”
6.	Overall Width (in.)	80”
<b>Drivetrain</b>		
7.	Transmission	Automatic

8.	Power Steering	Required
9.	Drive Type	4x2
10.	Rear Axle	Single rear wheel
11.	Brakes	4-wheel power Anti-Lock Braking System (ABS)
<b>Exterior</b>		
12.	Body Trim	Manufacture Standard
13.	Wheels	Manufacture Standard
14.	Tires	Manufacture Standard
15.	Color	White
<b>Seating</b>		
16.	Seating Capacity - Front	Two (2)
17.	Front Seat Type	Bucket Seats
18.	Seat Covering	Dark (Gray/Black) Vinyl
19.	Floor Covering	Vinyl
<b>Accessories</b>		
20.	Air Conditioning	Required
21.	Radio	Standard AM/FM
22.	Power Windows	Required
23.	Power Locks	Required
24.	Charging ports	USB
25.	Windshield Wipers	Intermittent, headlamp activated
26.	Headlamps	High Intensity Discharge (HID)
27.	Exterior Mirrors	Long arm, power adjusting, manual fold
<b>Safety</b>		
28.	Restraint System	Driver and Passengers, 3-point shoulder/lap belts
29.	Air Bag System	Driver and Passengers
30.	Forward Collision Warning	Required
31.	Pre-Collision Assist with Automatic Emergency Braking	Required
32.	Lane-Keeping System	Required
32.	Blind Spot Assist	Required
34.	Side Sensing System	Required
35.	Enhanced Active Park Assist	Required
36.	Rear View Camera	Required
<b>Warranty</b>		
37.	Bumper to Bumper	Min. 3 yr./36,000 mile
38.	Powertrain	Min. 5 yr./60,000 mile
39.	Corrosion	Min. Factory Warranty
40.	Safety Restraint	Min. 5 yr./60,000 mile
<b>Additional Equipment</b>		
41.	Key – 2 Additional (4 total) key fobs	

## Upfit Features and Details for the Pop-Up Mobile Library Vehicle

### 1. Vehicle Size

- Overall vehicle (cab and box) length 240"
- Overall vehicle height 96"
- Overall vehicle width 80"
- Gross vehicle weight, maximum must not exceed 26,000 lbs. to allow for non-CDL drivers

### 2. Details and Features

- Cab running boards on Driver and Passenger side
- Exterior custom graphics on cab and box
- Flip up sides of box on both sides, secure in the upright position, acts like a sunscreen/awning, can be single or hinged panels
- Install detachable, adjustable, book shelving inside the pop-up area
- Install LCD monitor, up to 34" inside the pop-up area, connectable to gaming system or other similar technology
- Lighting inside the shelf area
- Lockable interior storage for extra materials, rollout center tray 5' long
- Exterior rear work light

### 3. Vehicle Features

- Wi-Fi hot spot
- Battery/generator system to power monitors, lighting, device charging
- Exterior device charging capability
- Exterior sound capability for music or public announcement

### 4. Safety Features

- Backup alarm required
- Security alarm
- Blind spot assist
- Enhanced active park assist
- GPS monitor, WorkWave brand

## **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 B, *Supplier 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 follows 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 follows such requirements.

## **PROPOSAL SUBMISSION REQUIREMENTS**

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Proposers capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Contractor's ability to perform all the actions, activities and functions described in this RFP.
3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Proposal are entirely the responsibility of the Proposer and shall not be chargeable to the Library.
5. The Proposer 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 #24-009**, title, and Proposer name in the subject line of the email and the file names.

**PROPOSAL SUBMITTAL**

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate files.

Each Technical Proposal must be clearly labeled “**CML #24-009 – Pop-Up Mobile Library Vehicle - Technical Proposal.**”

Each Cost Proposal must be clearly labeled “**CML #24-009 – Pop-Up Mobile Library Vehicle - Cost Proposal.**”

**IMPORTANT:** Technical Proposals must not contain cost or pricing information.

**PROJECTED TIMELINE**

The projected timeline for this RFP 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 RFP	<b>4/1/2024</b>
Inquiry Period Ends	<b>Seven (7) days prior to the proposal due date</b>
Final Response to Vendor Questions	<b>Five (5) days prior to the proposal due date</b>
Due Date	<b>4/22/2024</b>
<b>Selection of Successful Proposer</b>	<b>TBA</b>

*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 Columbus, Ohio Local Time*

## **Proposal Format and Content**

Proposals will be accepted until the time indicated in the RFP. The Library is not responsible for any late mail or late special service deliveries.

To facilitate comparison of Proposals, responses shall be organized into the following marked or tabbed sections:

1. Proposals must include a table of contents listing all sections:
  - a. A cover letter, on the Proposers 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 Proposer legally to the extent of work and financial obligation outlined in its Proposal.
    - ii. A statement that the Proposal will be valid for 90 days.
    - iii. Identification of all the material enclosures submitted in response to this RFP.
    - iv. A summary of the submitted Proposal and a brief statement of the Proposers qualifications to meet all requirements as described in this RFP.
  - b. Executive level summary of the proposed solution, which shall include but shall not be limited to:
    - i. The Proposers Work Plan. The Work Plan must address exactly how the Proposer will provide all required services specified in this RFP.
  - c. Statement as to the Proposer particular abilities and qualifications to include, but not limited to:
    - i. Brief history of the company.
    - ii. Describe the core competencies, including the rationale as to why the Proposer should be selected for this project.
    - iii. The number of years the Proposer has been in business.
    - iv. Primary corporate location's address.
    - v. The geographical area of operations and professional affiliations.
    - vi. Overview of the ownership structure of the company.
    - vii. All alliances and/or strategic partnerships with other companies.
    - viii. Size and composition of the organization.
    - ix. Number of current customers.
    - x. Past Experience working on similar projects to include details regarding any van/vehicle conversions with pictures that the Proposer may have worked on in the past.
  - d. A description of the Contractors staffing plan for the CML 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 the role the assigned role for each location.
  - 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 Proposer within five (5) years of the proposal 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 proposal due date.
  - f. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether 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 proposal submission date that are substantially like the scope of work outlined herein.
- h. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
- i. The proposer 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 - See Appendix C
- l. A list of all assumptions and exceptions to the specifications outlined in the RFP.

### **COST PROPOSAL**

The Cost Proposal package shall contain the following items:

1. Completed Price Proposal Form – Appendix A
2. Completed Proposer’s Diversity & Inclusion Participation Form – Appendix B

The Proposal shall contain all price information in the format specified on the Cost Proposal Form.

Proposers may not amend, alter, or omit any items on the Cost Proposal 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 Proposal being determined to be non-responsive and rejected by CML. Prices offered shall be all inclusive and shall remain fixed for the duration of the agreement. CML is a tax-exempt entity.

### **ADDITIONAL INFORMATION**

1. Addenda to this RFP will be posted on the Columbus Metropolitan Library Web-site: [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business) at least five (5) business days prior to the RFP opening. Proposers are responsible for any information provided in any and all issued addenda. Proposers are required to acknowledge the receipt of all RFP 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. Submission of a Proposal in response to this RFP is the Proposer’s acknowledgement that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Proposer determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

## **RFP & PROPOSAL QUESTIONS**

All questions regarding this RFP must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and must reference the RFP Identification Number and title of the RFP 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](http://www.columbuslibrary.org/about/doing-business).

## **SELECTION PROCESS:**

1. CML will form an evaluation committee to review and evaluate proposals. The following criteria weights will be assigned:
  - a. Quality of the Proposer’s proposal – 275 Points
  - b. Design of Uplift Features and Details - 200 Points
  - c. Proposer’s Experience working on Projects of Similar Scope - 150 Points
  - d. Proposer's Experience working on CML projects or input from references - 75 Points
  - e. Total Cost – 300 Points
  - f. Total Allowable Points – 1,000 Points
2. CML may invite any or all Proposers to present an oral presentation on the specifics of their technical and/or price submission. Proposers will be provided with sufficient notice to prepare.
3. Members of the CML evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations. The final score will be collected and recorded by the CML procurement staff.

### **I. Evaluation of Quality of Proposer’s Proposal:**

a. Members of the CML evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will apply the scoring formula outlined below:

Zero (0)	Unsatisfactory	Does not conform to CML requirements.
One (1)	Poor	Conforms to CML requirements in a limited manner.
Two (2)	Satisfactory	Generally meets CML requirements with limitations.
Three (3)	Good	Meets CML requirements as written.
Four (4)	Excellent	Meets and generally exceeds CML requirements as written.
Five (5)	Outstanding	Exceeds CML requirements in all aspects.

b. Members of the CML evaluation committee will review the completeness and comprehensiveness of all proposals. CML will place emphasis on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Proposer, Proposer’s qualifications, quality of the proposed solution, organizational history and capacity, experience, and references.

c. CML will calculate the weighted technical score in the following manner:

$(\text{Proposer's Total Score} / \text{Total Maximum Points}) \times 1,200 \text{ Points} = \text{weighted technical score}$

**Example:**

$((\text{Proposer's Total Score (60)} / \text{Total Maximum Points (100)}) \times 1,000 \text{ Points} = 780 \text{ Points (of a possible 1,300)})$

**Example:**

$(\text{Lowest Responsive Price Proposal (\$100,000)} / (\text{Proposer's Proposal Submission (\$110,000)}) \times 300 \text{ Points} = 273 \text{ Points (of a possible 300)})$ . The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,300 points.

**II. Evaluation of Proposer's Cost Proposal:**

1. CML will rank costs on a relative basis to determine the cost score.
2. CML will calculate the Proposer's cost score after the technical evaluation committee has concluded their review. The Proposer's cost score will be assigned in the following manner:

$(\text{Lowest Responsive Price Proposal} / \text{Cost of Proposer's Proposal Submission}) \times 300 \text{ Points} = \text{Total Cost Score}$

**Example:**

$(\text{Lowest Responsive Price Proposal (\$100,000)} / \text{Proposer Proposal Submission (\$110,000)}) \times 300 \text{ Points} = 273 \text{ Points (of a possible 300)}$ .

The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,300 points.

**Contract Award**

The Library is not, by virtue of issuing this RFP, obligated to enter into a Contract and reserves the right to not issue a Contract as a result of this solicitation.

CML will enter into negotiations with the Proposer with the highest composite score following the final technical scoring by the evaluation committee. The selected Proposer will be invited to negotiate a contract with CML. The contents of the selected proposal, together with the RFP and any formal questions and answers generated during the proposal process, will be incorporated with and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within thirty (30) days, CML reserves the right to terminate negotiations and select the Proposer whose proposal is determined to be the next most advantageous to CML.

All Proposer's that respond will receive notification if they have been selected or not.

**Columbus Metropolitan Library  
Procurement Department  
Standard Contract Terms and Conditions**

**Contract Components, Entirety, Changes Interpretation**

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

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

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

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

**Standard Invoice and Payment**

**Invoice:** The Contractor shall submit invoices to [accountspayable@columbuslibrary.org](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 Contractor noting the areas of discrepancy.

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

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

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

**Term of Contract:** This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This

Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

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

### **Delivery**

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

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

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

### **Contract Cancellation: Termination: Remedies**

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

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

default to Contractor, CML has not waived any of its rights or remedies concerning the default.

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

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

**Remedies for Default:**

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

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

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

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

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

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

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

**Governing Laws; Severability:** The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

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

**Automobile and General Liability Requirements:** During the term of the Contract and any renewal hereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

**Automobile Liability:** Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Contractor. Any Contractor, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

**Commercial General Liability:** Insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It

is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

**Contract Compliance:** The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Contractor's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Contractor for immediate correction. If the Contractor fails to rectify the infraction, the department/branch will notify the Procurement Department in order to resolve the issues. These terms and conditions will be used by the Procurement Department to resolve the issues.

**Warranties:** Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

#### **ADDITIONAL TERMS:**

1. This Contract represents the entire agreement of the parties hereto and may not be amended except in writing signed by both parties.
2. All times referenced herein are Columbus, Ohio local times.
3. *CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at <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](mailto:procurement@columbuslibrary.org).



**Appendix A**  
**Pop-Up Mobile**  
**Library Vehicle**  
**RFP Number:**  
**CML #24-009**

**COST PROPOSAL SUBMISSION FORM**

The Contractor shall fill out the price proposal form in its entirety. Failure to do so may result in a determination of non - responsiveness and the Contractor's bid will not be accepted. Supplemental itemized dealer documentation may be submitted for additional consideration, however, the total bid price included on this form shall be binding.

**DELIVERY:** \_\_\_\_\_ Days A.R.O.

**INDICATE CITY/STATE OF MANUFACTURER:** \_\_\_\_\_

**FIRM NAME:** \_\_\_\_\_ **MFG:** \_\_\_\_\_

**MODEL:** \_\_\_\_\_ **MODEL NUMBER:** \_\_\_\_\_

**VEHICLE MODEL YEAR** \_\_\_\_\_

Chassis \$ \_\_\_\_\_

Upfit Features and Details \$ \_\_\_\_\_

Labor \$ \_\_\_\_\_

Delivery \$ \_\_\_\_\_

Additional Options (Please List) \$ \_\_\_\_\_

**TOTAL BID PRICE OF BASE UNIT (without options):** \_\_\_\_\_

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Delivery charge per mile, per vehicle round trip map mileage for delivery by the contractor: \$\_\_\_\_ The maximum delivery charge the Library will pay is \$.60 or less per mile. The round trip map mileage figure will be multiplied by an estimated figure of 300 miles and added to the base cost of the vehicle for bid evaluation purposes only. If there is no delivery charge per mile round trip map mileage rate supplied or the calculated value of the delivery charge is less than the minimum delivery charge; the minimum delivery charge (Not to exceed \$50.00) will be used for evaluation purposes. Minimum Delivery Charge (Not to Exceed \$50.00): \_\_\_\_\_

**CONTRACTOR'S**

**ORDER NUMBER:**

\_\_\_\_\_

\_\_\_\_\_

**OPTIONS:**

30 Day Tag

Additional Set of Keys (4 Total)

**UNIT COST:**

\$ \_\_\_\_\_

\$ \_\_\_\_\_

**Appendix B**  
**Pop-Up Mobile**  
**Library Vehicle**  
**RFP Number: CML**  
**#24-009**

**Supplier Diversity & Inclusion Participation Form**

The Supplier Diversity Form is available at: <https://www.columbuslibrary.org/doing-business>.

**Appendix C**  
**Pop-Up Mobile Library Vehicle**  
**RFP Number: CML #24-009**

**Acknowledgement of Addenda**

Project Description: Pop-Up Mobile Library Vehicle

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: \_\_\_\_\_