

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

MERV Filters for CML HVAC Equipment

Issue Date: August 28, 2025

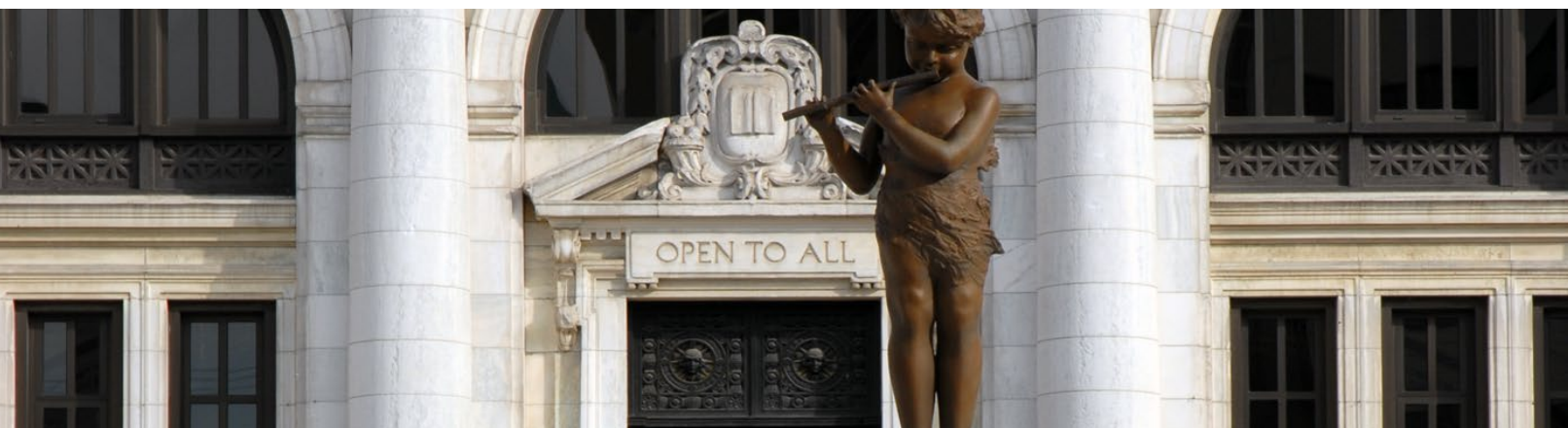
ITB Number: CML #25-018

Issued by:

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

Deadline for Submittal:

September 25, 2025
No later than 12:00 p.m. (Noon)



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for *MERV Filters for CML HVAC Equipment*. The ITB Identification Number is **CML #25-018**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via e-mail to procurement@columbuslibrary.org **no later than 12:00 p.m. (Noon) Eastern Time on September 25, 2025**. Any Bid (“Bid”) arriving after 12:00 p.m. (Noon) will be marked late and will receive no consideration for selection to provide the specified services. The Library reserves the right to waive any defect or technicality in any Bid received or to eliminate any firm that submits an incomplete or inadequate Bid or that is not responsive to the requirements of the ITB.

All questions or requests for clarification should be submitted in writing via e-mail to procurement@columbuslibrary.org no later than 5:00 p.m., September 12, 2025. The Library’s response will be posted on September 16, 2025 before 5:00 p.m. on the “Doing Business With Us” page of the Library’s website at www.columbuslibrary.org/doing-business. Respondents are responsible for accessing, reviewing, and acknowledging any addenda in accordance with this ITB prior to submitting a Bid. CML shall not be held liable for technical or other issues or obstructions.

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. By submitting a response to this ITB, the Bidder acknowledges that it complies with applicable federal, state, and local laws and regulations.

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 - please use Blue Ink, DocuSign or Adobe Sign.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

OVERVIEW

The Columbus Metropolitan Library is seeking Bids from qualified firms to supply HVAC Filters in varying sizes and thickness for CML HVAC equipment. The project ("Project") includes the sourcing, fabrication, preparation for installation, and shipping to individual CML facilities, as needed and ordered by the CML Authorized Representative. Bids shall include all necessary 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 from a single vendor. However, CML reserves the right to issue multiple contracts to order the sufficient supply of materials.

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

SCOPE OF WORK

- I. Scope of Services
 - A. CML operates twenty-three (23) CML Facilities in the Columbus Metropolitan area. These facilities include the Main Library and Branches. These facilities have multiple HVAC systems which utilize air filters of varying sizes and thicknesses.
 - B. CML utilizes MERV 8 and 13 HVAC filters at all locations. Hilliard boilers require MERV 5 filters.
 - C. CML will order the standard pleat filters four separate times a year per the provided spread sheet. The Contractor shall acknowledge the receipt of the items within one (1) business day and arrange for shipping of the item no later than five (5) business days from the date of order. If this time period cannot be met, the Contractor shall notify the CML Authorized Representative in writing and provide a timeframe for delivery. CML reserves the right to place orders with alternate suppliers if the Contractor cannot meet the order volumes and timelines established by CML in this Agreement.
 - D. CML may order additional filters on top of the quarterly scheduled amount at the same cost.
 - E. All products shall be shipped directly to the location designated by CML in the size and thickness ordered. Pricing for shipping is to be included in the price of each individual filter. Delivery must be made while the CML facility is open to the public between 9:00 a.m. and 5:00 p.m. Monday – Friday.
 - F. All fabrication shall be completed at the Contractor's facility. CML will not provide workspace for the Contractor.
 - G. The Contractor may be required to store excess product for future orders in their own locations. CML will make reasonable efforts to order similar products at a regular cadence. As such, the Contractor shall not be due any storage fees for excess product.
 - H. The following minimal technical requirements shall be applicable:
 1. The filter media shall be bonded to a sturdy water-resistant coated beverage board filter frame to fit industry standard size filter racks.

2. The uniform media surface shall be bonded to the frame in such a manner as to prevent any slumping or collapse of the media or otherwise be permanently displaced at the specified air velocity and final resistance.
 3. The air flow direction shall be clearly indicated on both sides of the filter, as well as the overall dimensions and MERV rating.
 4. All pleated filter media shall be provided with integral support to assure against structural failure with resulting loss in filter effectiveness and uniform spacing of the pleats.
 5. Filter loading to the final air pressure resistance shall not reduce structural stability of the media to the frame or filter frame to the equipment rack resulting in bypass air or blow out of the filter.
 6. Fluctuations in filter face velocity or turbulent airflow will have no effect on filter integrity or performance.
 7. Frames shall be formed to provide positive support for the media pad and sufficient rigidity for normal use, installation and removal.
 8. Filters must be installable in the owner's existing frames to form a tight fit and prevent bypassing of air in service.
 9. The minimum media area per square foot of actual face size, defined by the representative filter in the table, shall apply to filters offered for that representative filter face size, depth and style.
 10. The filter shall retain full specified performance, efficiency, structural configuration and strength at all atmospheric relative humidity.
 11. The filter shall be listed or classified for compliance with Underwriters' Laboratories Standard UL 900 as to flammability.
 12. The filter sizing shall meet the standard HVAC filter nominal to actual sizing chart attached in Appendix A
 13. No bag filters are included in this Bid.
- I. Contractors are asked to complete the price sheet included in the solicitation documents, indicating the unit price for each size filter in the MERV 5, 8, and 13 thickness.
 - J. The total number of filters (see Appendix A, Column Title "Total Per Year") shall be split into four separate deliveries in January, April, July, and October.
 - K. CML facilities may undergo renovations and HVAC replacements during the term of this contract. CML reserves the right to modify the locations, quantity and type of filters required pursuant to this contract. The filter quantity and type may change by location.
 - L. In the case of missed replacements due to weather or other circumstances, the Contractor shall reschedule the installation to occur within three (3) business days of the schedule.

Contractor Qualifications

- A. A Statement of Affirmation as to Bidder's ability to deliver the goods and services.

GENERAL INSTRUCTIONS

Bidder shall comply with the specifications and attachments in the Bid documents.

The Bidder shall examine attachments before submitting a Bid. Submitting a Bid shall prove that this requirement has been met.

The Bidder shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions.

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

PRE-BID MEETING

A virtual Pre-Bid meeting will be held on **September 8, 2025 at 10:00 a.m.** to permit potential Bidders the opportunity to ask questions about this project. Although the Pre-Bid meeting is not mandatory, attendance by any prospective Bidder is encouraged. Interested Bidders will be asked to RSVP to procurement@columbuslibrary.org. An edited and annotated summary of the Pre-Bid meeting will be published in the form of an addendum to the solicitation and will be available on the Doing Business With Us page of the Columbus Metropolitan Library website, <https://www.columbuslibrary.org/doing-business/>

BID SUBMISSION REQUIREMENTS

1. Bidders are cautioned to review all parts of the ITB carefully. No allowance may be made for any error or negligence of the Bidder.
2. Bids are to be prepared in such a way as to provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this ITB and provide sufficient information to fully establish the Bidder's ability to perform all of the actions, activities and functions described in this ITB.
3. Emphasis should be on conformance to the ITB instructions, responsiveness to the ITB requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Bid are entirely the responsibility of the Bidder and shall not be chargeable to the Library.
5. All Bids must include all required items (equipment, hardware, services) as specified and shall not deviate from these. Bidders may provide alternates but only IN ADDITION TO specified requirements. Bids listing alternates but not base scope requirements shall be deemed non-responsive.
6. The Bidder must address all of the requirements listed in the ITB. All Bids must be e-mailed to procurement@columbuslibrary.org, with the Bid Identification Number **CML #25-018**, title, and Bidder name in the subject line and the file names.

BID SUBMITTAL

Bids will be accepted until the time indicated in the ITB. Times referenced herein are Eastern Time. The Library is not responsible for late e-mail.

The award shall be made to the responsive and responsible Bidder with the lowest Bid price.

BID REQUIREMENTS:

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

Bid responses must be organized and submitted per the instructions in this section.

Bids must include a table of contents listing all sections.

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 are to meet the requirements described in this ITB. This information shall include:
 - a. The names of the individuals involved in preparing the Bid and their relationships to the Bidder.
 - b. 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. It must address exactly how the Bidder will provide all required services specified in this ITB, including, but not limited to, the "Minimum Contractor Qualifications," and "Scope of Services".

3. Statement of Firm Qualifications

All Bids must include a statement of qualifications, experience and description of the firm and its history. The information included in this section shall include, but not be limited to, the following:

- A. Statement as to the Bidder's particular abilities and qualifications to include, but not limited to:
 - a. Brief history of the company.
 - b. Product and service offerings.
 - c. Describe the core competencies.
 - d. The number of years the Bidder has been in business.
 - e. Primary corporate location's address.
 - f. The geographical area of operations and professional affiliations.
 - g. Overview of the ownership structure of the company. Is the company private or public?
 - h. Describe any alliances or strategic partnerships with other companies.
 - i. Size and composition of the organization.
 - j. Number of customers.

4. Description of Services and Staffing (“Staffing Plan”) and Equipment

A description of the Bidder’s staffing plan for the CML project, which shall include but shall not be limited to:

- i. The name of each team member assigned to this project and the role assigned for each location.
 - ii. A brief resume of experience, certifications, skills and abilities of each team member.
 - iii. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
 - a. Lawsuits, judgments, liens, bankruptcies or claims made against the Bidder within five (5) years of the Bid’s due date.
 - b. Debarment from entering into Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the Bid’s due date.
 - iv. 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 Bidder’s response
5. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the ITB submission. Executive-level summary of the proposed solution(s).
 6. Include any other information documentation believed to be pertinent but not specifically mentioned in this ITB that may be useful and applicable to this project.
 7. The Offeror must include a completed W-9 Form.
 8. The Offeror 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 be indicated on the COI.
 9. A list of all assumptions and exceptions to the specifications outlined in the ITB.
 10. Completed Acknowledgement of Addenda Form – Appendix C

BID PACKAGE

The Bid Package shall contain the following items:

1. Completed Bid Price Form – Appendix A
2. Completed Small and Emerging Business Enterprise Form - Appendix B
3. Completed Acknowledgement of Addenda Form – Appendix C

The Bid shall contain **all price information** in the format specified on the Appendix A – Bid Price Form.

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

The Bidder shall bear full responsibility for the ultimate proposed cost, notwithstanding any errors in calculations or worksheets.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on our website at www.columbuslibrary.org/about/doing-business by 5:00 p.m. on September 16, 2025. 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 the 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 Bid determined to be the most advantageous to the Library.

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. on September 12, 2025. CML will post written responses to all properly received questions no later than 5:00 p.m. on September 16, 2025.** 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	August 28, 2025
Pre-Bid Meeting	September 8, 2025 at 10:00 a.m.
Inquiry Period Ends	September 12, 2025 at 5:00 p.m.
Final Response to Vendor Questions	September 16, 2025 at 5:00 p.m.
Due Date	September 25, 2025 at 12:00 p.m. (Noon)
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.***

CONTRACT AWARD

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

CML's intent is to enter into a contract with the Bidder with the lowest responsive offer. The selected Bidder will be invited to negotiate a contract with CML. The contents of the selected Bid, together with the ITB and any formal questions and answers generated during the Bid 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 Bidder whose Bid is determined to be the next most advantageous to CML.

All Bidders that respond will receive notification if they have been selected or not.

Term

- A. The term of this agreement shall be for three (3) years from the signature date of this Agreement, or another date mutually agreed between CML and the Contractor.
- B. Upon mutual consent of the parties, this Agreement may be extended up to two (2) years in one (1) year increments.
- C. The total duration of this agreement shall not exceed five (5) years.

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 reasonably 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 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 W-9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W-9 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 43212 or e-mail: procurement@columbuslibrary.org.

OUTREACH AND INCLUSION

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML strongly prefers for professional service providers who are certified Small and Emerging Business Enterprises (SEBE) to provide CML with a diverse professional supplier representative

of the central Ohio region in which they will be working and of the customers that CML serves every day. SEBEs are encouraged to respond to this solicitation.

A completed Appendix B – Small and Emerging Business Enterprise Form must accompany the completed Bid. Please refer to Appendix B to submit this form.

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.

Appendix A

MERV Filters for CML HVAC Equipment ITB Number: CML #25-018

Bid Price Form

The Bid Price Form spreadsheet can be found as a separate link located under the link to this ITB on the CML website page “Doing Business With Us <https://www.columbuslibrary.org/doing-business/>.” Please check all tabs to gather and insert the required information.

Appendix B

**MERV Filters for CML HVAC Equipment
Number: CML #25-018**

Small and Emerging Business Enterprise Form

The CML “Small and Emerging Business Enterprise Form” is on our website, Doing Business With Us: <https://www.columbuslibrary.org/doing-business/>.

Appendix C

MERV Filters for CML HVAC Equipment ITB Number: CML #25-018

Acknowledgment of Addenda

Project Description: MERV Filters for CML HVAC Equipment ITB

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Bid Due Date and Time.

Part I: Check Box if Applicable: ☐

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____

Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____

Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II: Check Box if Applicable: ☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____