

# COLUMBUS METROPOLITAN LIBRARY

## Invitation to Bid

Roof Replacement at New Albany Branch

Issue Date: 08/30/2021

ITB Number: CML # 21-018

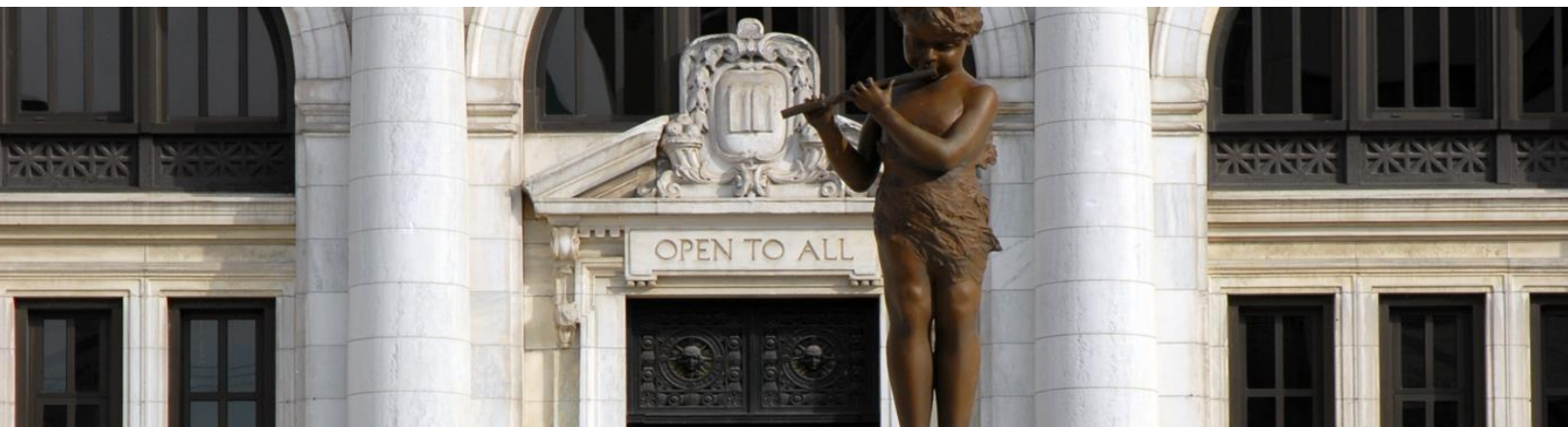
**Issued by:**

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

**Deadline for Submittal:**

09/16/2021  
No later than 12:00 Noon

**\*This project may be subject to Ohio Prevailing Wage Requirements.**



**INVITATION TO BID COVER SHEET**

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) ***New Albany Roof Replacement***. The ITB Identification Number is CML# 21-018.

Proposals must be received by the Procurement staff at the Columbus Metropolitan Library via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) 09/16/2021, **no later than 12:00 PM**.

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

All questions or requests for clarifications should be submitted no later than 5:00 p.m., seven (7) days prior to the proposals due date to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org). All questions will be answered in the form of an addendum and posted on the CML website.

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

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

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Bid	(Please print or type)	Title
Bidder Name		
Mailing Address		
City	State	ZIP
Telephone		
Contact Person		Fax Number
E-mail Address		
Authorized Signature (Original signature only) Please use Blue Ink.		

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.**

## **OVERVIEW**

The Columbus Metropolitan Library is seeking competitive bids from roofing companies for the proper roof replacement at the New Albany Branch, located at 200 Market Street, New Albany, Ohio.

## **PRE-BID CONFERENCE**

A pre-Bid conference will be held **at the site** to discuss the requirements of this ITB and answer any questions on 09/02/2021 at 10:00 am. Interested bidders will be asked to RSVP to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org). An edited and annotated summary of the pre-bid conference will be published in the form of an addendum to the solicitation and will be made available on the Doing Business with CML page of the Columbus Metropolitan Library website, [www.columbuslibrary.org](http://www.columbuslibrary.org)

## **DIVERSITY**

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

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

## **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a response to this Invitation to Bid, the Contractor acknowledges that it complies with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Contractor agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Contractor further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

Ethics Laws. The Contractor represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it complies with such requirements.

## **BID REQUIREMENTS**

The Bidder is responsible for all information contained in any addenda issued.

All responses shall be in the following prescribed format.

## **BID INSTRUCTIONS**

Each Bidder must email its costs using the Bid Price Submission form (Appendix A) to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org), with the CML Identification Number #20-018, title and Bidder's name in the subject line of the email and the file name.

Bid responses are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed 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 to meet the needs as described in this ITB. This information shall include:
  - I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.
  - II. The name, address, and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understands all requirements of the ITB.

### 2. Project Overview ("Work Plan")

The Work Plan should include a detailed description as to how the Bidder will deliver on every aspect of the Project.

### 3. Bidder's Qualifications

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

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

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

The Staffing Plan will outline who will do the Work, including subcontractors.

Include the number of employees employed by the Bidder’s company

Include a list of landscaping equipment and vehicles that will be utilized for this project.

5. Response to Scope of Services Requirements

A statement as to how the services will be provided

6. Completed Bid Price Form - Appendix A

7. Completed Bidder’s Diversity & Inclusion Participation Form – Appendix B

8. Completed Acknowledgement of Addenda Form – Appendix C

## **EVALUATION CRITERIA**

1. Bids will be evaluated based on the lowest Total Bid Price.

## **ADDITIONAL INFORMATION**

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

## **ITB & BID QUESTIONS**

All questions regarding this ITB must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and must reference the ITB Identification Number and title of the ITB no later than **5:00 p.m. seven (7) days prior to the 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).

## **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.

<b>Activity</b>	<b>Target Completion Date</b>
Issuance of ITB Inquiry Period Begins	8/30/2021
Pre-Bid Meeting	9/2/2021 @ 10:00 am
Inquiry Period Ends	Seven (7) Days prior to the bid due date
Final Response to Vendor Questions	Five (5) Days prior to the bid due date
Due Date	9/16/2021
Selection of Successful Bidder	TBD

*CML reserves the right to modify this schedule at CML’s discretion. Notification of changes in the response due date would be posted on the CML website or as otherwise stated herein. **All times are Eastern Time.***



## SCOPE OF SERVICES

### I. Background

- A. The project consists of all labor, materials and services necessary for the proper roof system replacement of the New Albany Branch of the Columbus Metropolitan Library ("the Library") located at 200 Market Street, New Albany, OH 43054.
- B. The Branch has three (3) sections of pitched dimensional shingled roofs, to be replaced with like shingles (spec TBD), two (2) sections of flat Extremely Durable Synthetic Rubber Roofing Membrane (EPDM) roofs, to be replaced with 60 mil Thermoplastic Polyolefin (TPO) and one (1) flat canopy with an EPDM roof to be replaced with 60 mil TPO. Refer to Attachment A for area of work.
- C. This project is subject to prevailing wages per Chapter 4115 of the Ohio Revised Code.

### II. Scope of Work

- A. The Contractor shall verify roof construction and square footage within seven (7) days of the commencement of this project. For context, the *approximate* dimensions at this site are:
  - 1. Pitched shingled roofs – 13,635 SFT
  - 2. Flat membrane roofs – 7,352 SFT
  - 3. Flat canopy roof – 104 SFT
- B. Any unforeseen damage to the deck or insulation under EPDM or shingle roof will be reported by the contractor. Replacement of damaged roof deck or insulation shall be quoted as change order.
- C. Please refer to Attachment A for area of work.
- D. Insulation/fastening specifications will be followed by the manufacturer's specifications.
- E. Sample or swatches must be supplied for Manufacturer's styles and color selection.
- F. All coping and gutter areas will be secured after completion. (Gutter cleaned out and downspouts protected or secured for foreign objects).
- G. All existing landscaping, ground covering, windows, air conditioning units and other building structures shall be protected by contractor.
- H. All flashing and drip edge(s) are to be replaced.
- I. All penetrations, vents, flashing are to be properly secured and sealed by contractor.
- J. All counter or coping joints are to be properly sealed with an approved caulking.
- K. A thorough man-made water test shall be performed after complete installation and prior to final completion signoff. Any leaks detected shall be remedied prior to final Library signoff.
- L. Cupola drainage and collector drains will be tested for sealing & proper drainage.
- M. All decking and Polyisocyanurate insulation (ISO) to be replaced as necessary.
- N. All walkway pads to be reused if possible or replaced if damaged.
- O. All roofs are to be mechanically fastened and guaranteed with a 20 year warranty.

#### Conditions:

- A. The Library shall remain open throughout the duration of the work. As such, all precautions are to be taken to ensure total safety for the Library's customers and staff. Barriers, cones and other safety devices are to be in use at all times during the work.

- B. The Contractor shall take all precautions to prevent leaks at all times during the work. Any damage resulting from a failure to do so will be borne solely by the Contractor. Any costs for repairs will be deducted from funds due to the Contractor.
- C. All work is to be coordinated by and through the CML Authorized Representative. No work is to be scheduled or performed that is not approved by the Library.
- D. Demolition, removal and disposal of all waste material is the responsibility of the contractor. Placement of on-site dumpster to be coordinated and approved by the Library prior to start of work.
- E. Contractor shall provide 2-year warranty on all workmanship from date of project.
- F. The Contractor shall facilitate a Manufacturer Full System No Dollar Warranty for 20 years. All warranty repairs shall be coordinated by the Contractor after this Agreement concludes.
- G. All Punch list items will be completed within two (2) weeks from the completion date.
- H. Any property damage shall be reported and repaired prior to final completion signoff at no additional cost to CML.

### III. General Terms and Conditions

- A. Contractors are hereby notified that this project **may** be subject to Ohio Prevailing wage requirements. For additional information on prevailing wage project thresholds and applicability, please visit the official Ohio prevailing wage website (<https://ohio.gov/wps/portal/gov/site/jobs/resources/prevailing-wage>).
- B. The Contractor shall be responsible for repairing any damage to a CML Facility caused by acts of the Contractor. The Contractor shall immediately notify the CML Authorized Representative of any damage and coordinate any repairs with the CML Authorized Representative within seven (7) days of the incident, without exception.
- C. The Contractor shall follow all site-specific directions offered by the CML Authorized Representative.
- D. Smoking is not permitted in any CML facilities, loading docks, or parking garages.
- E. In the event the Contractor takes any 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 monthly invoice. CML reserves the exclusive right to waive this fee.
- F. 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.
- G. 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 have caused or are likely to cause impairment to the operation 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. Bonds

- A. No bid will be received or considered which is not accompanied by a Bid Bond issued by a surety company which is authorized to do business in the State of Ohio.
- B. The bid bond shall insure the CML to the extent of not less than ten percent (10%) of the amount of the total bid price. Bid bonds or guaranty shall be submitted to CML in compliance with Ohio Revised Code Sections §153.52, §153.54, §153.57, §153.571 and all other applicable laws, rules, and regulations.
- C. The bid bond shall assure CML of the adherence of the bidder to its bid and the execution of the Contract, if the bid is accepted.
- D. Within five (5) days of the opening of bids, bid bonds will be returned to all but the three (3) lowest responsive bidders. Where all bids are rejected, bid bonds will be returned to all bidders.
- E. If the Bidder whom the Contract is awarded refuses or neglects to execute the Contract, or fails to furnish the required security, within five (5) days after notice to the Contractor of the award, the amount of the deposit, or as much thereof as may be applicable to the amount of the award made to the Contractor, shall be forfeited, and shall be retained by CML. The Bidder shall also be liable for and agrees to pay CML on demand, the difference between the price bid by the awarded Contractor and the price for which such Contract shall be subsequently re-let, including the cost of such re-letting, if any, less the amount of the bid deposit. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid.

#### V. Contractor Qualifications

- A. At the time of the bid submission, the Contractor shall have a minimum of three (3) years of roofing services similar to what is described in these specifications and shall be currently providing these services.
- B. Experience as an employee, subcontractor, director, or principal of another organization will not be accepted.
- C. The Contractor shall provide at least three (3) references for engagements within three (3) years of the proposal submission date. References shall include the customer's name, engagement managers 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.

#### VI. Liquidated Damages

- A. If the Contractor fails to commence or complete Services within the time frames set forth in this Agreement, then the Contractor shall be subject to fixed and liquidated damages of one hundred dollars (\$100.00) per calendar day or portion thereof that the Contractor fails to complete the work.

- B. All charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from CML. In the event there is no money due to the Contractor, then the Contractor shall pay the amount of the charges due to CML within thirty (30) days of such assessment.
- C. Such liquidated damages shall be subject to the cure procedures set forth in Section III (6) of this Agreement.

VII. Compensation

- A. On the price proposal form, CML has included approximate square footage for roofing services as described in this solicitation. Based upon the measurements required in §II (A), the Contractor shall be compensated for actual services provided. The quantities included in the price proposal form are estimates for bid evaluation purposes.
- B. The Contractor shall submit a fixed fee for all roofing replacement services. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time, insurance, bonds, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost-of-living adjustments, modifications, increases, or changes at any time.
- C. CML is not responsible for any waiting time, travel time, fuel surcharges, or additional fees at any time. All modifications to the fee structure are at the sole discretion of CML and must receive written approval from the CFO.
- D. 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.
- E. 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.
- F. CML is a tax exempt organization.

VIII. Term

- 1. This Agreement shall commence upon the signature date of this Agreement and shall conclude when all services are completed, or one (1) calendar year from the signature date, whichever is sooner.

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

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

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

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

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

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

### **Delivery**

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

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

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

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

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

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

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

### **Remedies for Default:**

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

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

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

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

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

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

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

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

**Automobile and General Liability Requirements:** During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Supplier to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

**Automobile Liability:** Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Supplier. Any Supplier, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile



Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

**Commercial General Liability:** The Supplier shall maintain insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Supplier uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Supplier's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

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

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

#### **ADDITIONAL TERMS:**

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

**Appendix A**

**ITB # 21-018- Roof Replacement Project at New Albany Branch**

Bids must be submitted on this form only.

**Part I. Required Items**

<b>Item</b>	<b>QTY (A)</b>	<b>Unit Price (B)</b>	<b>Total (A) x (B) = (C) (C)</b>
Roof construction of pitched shingled roof	14,000	\$	\$
Roof construction of flat membrane roof	8,000	\$	\$
Roof construction of flat canopy roof	100	\$	\$
<b>Total</b>			<b>\$</b>

**Part II. Optional Services**

<b>Item</b>	<b>QTY (A)</b>	<b>Unit Price (B)</b>	<b>Total (A) x (B) = (C) (C)</b>
OSB Decking Unit Cost (4' x 8') (as needed)	1	\$	\$
ISO Unit Cost (as needed)	1	\$	\$

Signed By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

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

**Notes:**

- A. On the price proposal form, CML has included approximate square footage for roofing services as described in this solicitation. Based upon the measurements required in §II (A), the Contractor shall be compensated for actual services provided. The quantities included in the price proposal form are estimates for bid evaluation purposes.
- B. The Contractor shall submit a fixed fee for all roofing replacement services. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time,

insurance, bonds, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost-of-living adjustments, modifications, increases, or changes at any time.

- C. CML is not responsible for any waiting time, travel time, fuel surcharges, or additional fees at any time. All modifications to the fee structure are at the sole discretion of CML and must receive written approval from the CFO.
- D. 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.
- E. 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.
- F. CML is a tax exempt organization.

**Appendix B**

**ITB # 21-018- Roof Replacement at New Albany Branch**

**Bidder's Diversity & Inclusion Participation Form**

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

\_\_\_\_\_ ("Bidder") submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Bidder will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	TOTAL BID	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

The bidder's commitment of total workforce hours for Minority Workforce participation on the project is: \_\_\_\_\_%.

The bidder's commitment of total workforce hours for Women Workforce participation on the project is: \_\_\_\_\_%.

I certify under penalty of perjury that the foregoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

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

Print Name and Title: \_\_\_\_\_

**\*If the Bidder does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Bidders, the Bidder must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Bidders, were actively and aggressively undertaken by the Bidder, to reach such goals.**

**Appendix C**

**Acknowledgment of Addenda**

Project Description: **ITB # 21-018- Roof Replacement at New Albany Branch**

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:

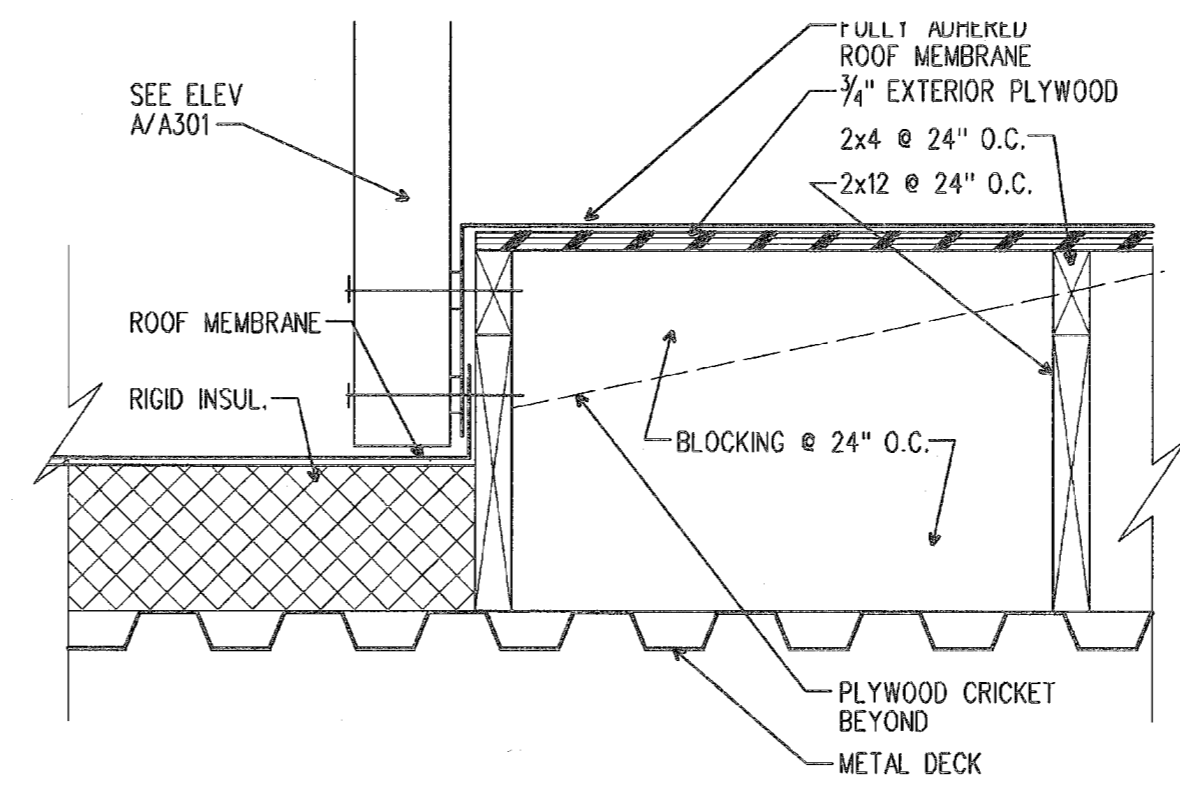
Name: \_\_\_\_\_

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

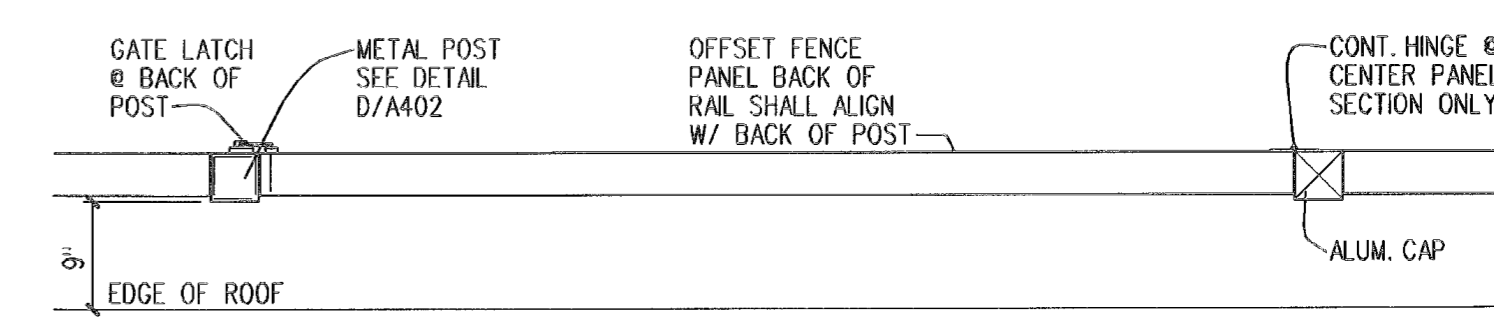
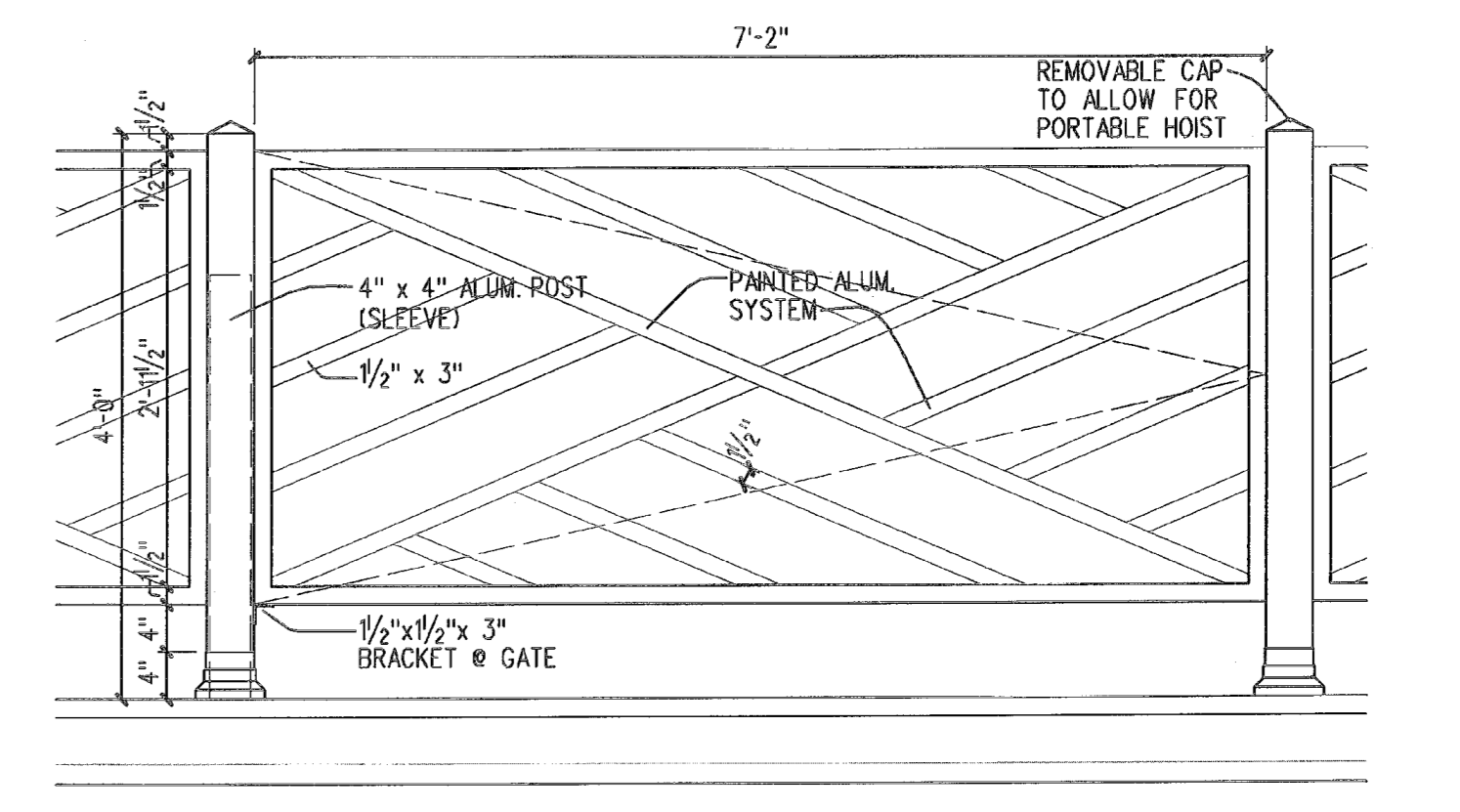
Title: \_\_\_\_\_

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

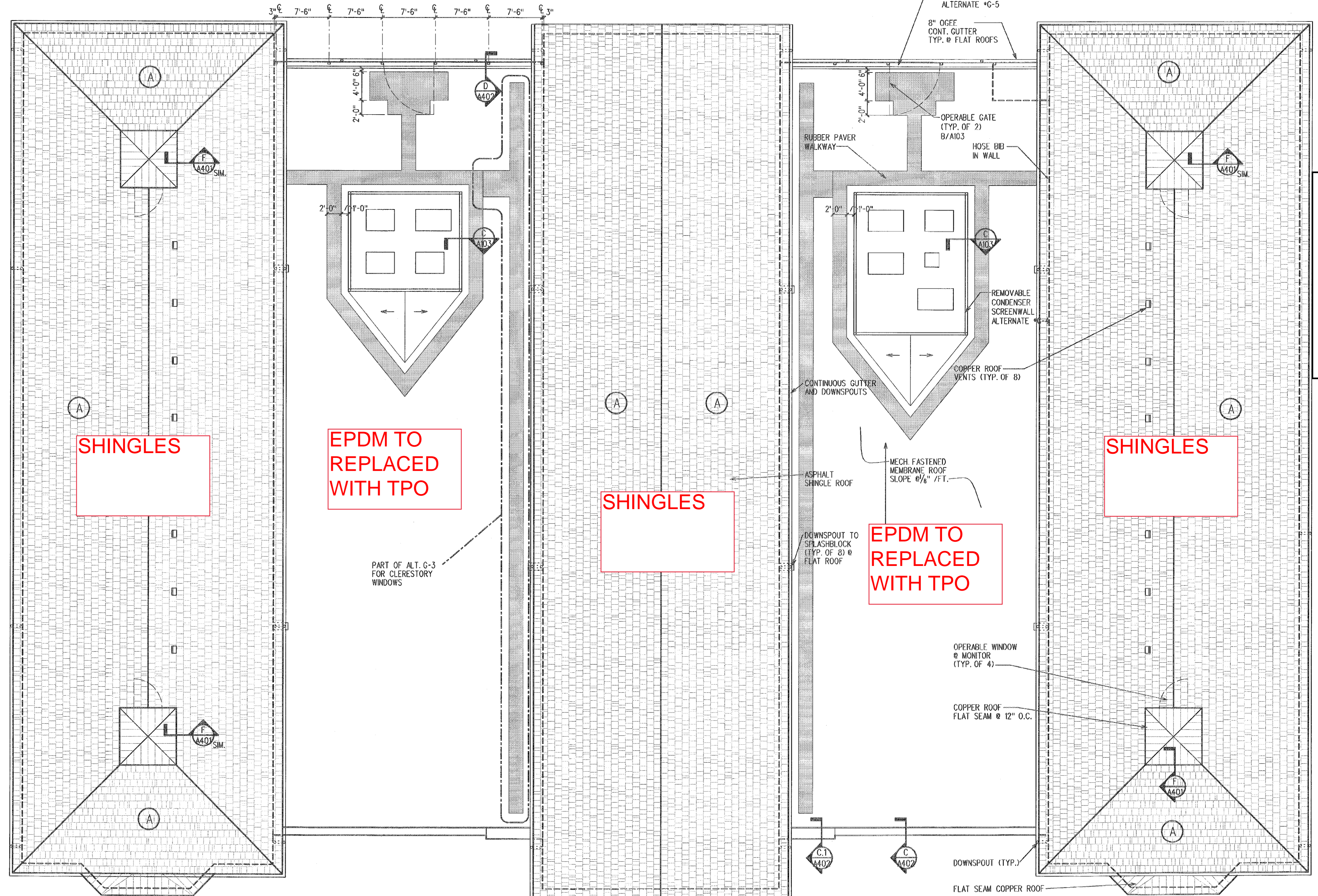
**ATTACHMENT A- ROOF SCHEMATIC**



HVAC CURB  
SCALE: 1 1/2" = 1'-0"



ALUM. GATE PLAN & ELEVATION  
SCALE: 3/4" = 1'-0"



ROOF PLAN  
SCALE: 1/8" = 1'-0"

ROOF PLAN

SCALE: 1/8" = 1'-0"

ISSUE DATE: 8/27/02

REVISIONS  
NUMBER DATE