

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Lease, Repair, and Maintenance Services for three (3) twenty-six foot (26') box trucks

Issue Date: 10/04/2021

ITB Number: CML # 21-019

Issued by:

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

Deadline for Submittal:

10/21/2021
No later than 12:00 Noon



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) ***Lease, Repair, and Maintenance Services for three (3), twenty-six foot (26’) box trucks.*** The ITB Identification Number is CML# 21-019.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org 10/04/2021, **no later than 12:00 PM.**

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

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

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

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

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

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

SCOPE OF WORK

I. Introduction

- A. The Columbus Metropolitan Library (CML) seeks the services of a qualified Contractor to source, deliver, and provide ongoing maintenance and repair services for three (3) twenty-six (26) foot box trucks, not to exceed 26,000 lbs as outlined in the specifications in Attachment A.
- B. All vehicles will be leased for a period of forty-eight (48) months, with the potential for a month-to-month extension for an additional twenty-four (24) months, with a maximum lease period of seventy-two (72) months.
- C. CML will be issuing one (1) contract for all three (3) vehicles.

II. Definitions

- A. "Agreement" means this Agreement, including any additional documentation, modifications, or other supporting documentation.
- B. "CFO" means Chief Financial Officer of the Columbus Metropolitan Library.
- C. "Contractor" means the party providing the Services pursuant to this Agreement.
- D. "CML" or "The Library" means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.
- E. "CML Authorized Representative" means the CML Director of Property Management or Designee.
- F. "CML Facility" means any CML branch, distribution center, or other location owned, leased, or operated by CML.
- G. "CML Operations Center" means the CML Facility located at 400 W. Johnstown Road, Suite 100, Gahanna, Ohio 43230.
- H. "Services" means the Services being provided pursuant to this Agreement.

III. Scope of Services

- A. Vehicle Specifications and Requirements
 - 1. Detailed CML Specifications and Requirements for the vehicles are listed in Attachment A of this Invitation to Bid.
 - 2. Vehicles shall be the latest current model, complete with all standard equipment, unless otherwise specified. Any item which is standard equipment on the vehicle being Bid, but is not listed in the product specifications, must not be removed from the vehicle.
 - 3. Manufacturer's disclaimers indicating changes in product specifications may occur during the model year and the manufacturer reserves the right to do so without repercussion. All current mandatory Department of Transportation safety requirements are to be furnished.
 - 4. Gross Vehicle Weight: Shall be no more than 26,001 lbs. for non-CDL drivers to operate vehicle.
 - 5. Rust Proofing: Each vehicle listed in this bid shall have the manufacturer's standard corrosion protection system. A copy of the corrosion protection warranty is to be returned with the Bid, certifying compliance to this requirement.

6. Tires: Shall be as recommended by the manufacturer for the vehicle specified, and shall be of premium quality of recognized manufacturer, steel belted radials (all season tread; unless otherwise specified).
7. Spare wheel and tire to be manufacturer's standard for the model bid.
8. All vehicles to be delivered with fuel tank full. Dual fuel tanks to hold 50 gallons of fuel each for a total of 100 gallon capacity per unit.
9. Radio Suppression: Each vehicle listed in this bid shall have the manufacturer's standard radio suppression system.
10. Restraint System and Supplemental Restraint Systems: Restraint Systems refers to lap and shoulder seat belts and Supplemental Restraint Systems refers to air bag system.
11. 12V Power point in cab. At least one (1) is required, but more than one (1) is acceptable if standard.
12. LED lights, domes or strips, in cargo box.
13. Paint White: The entire unit shall be painted in accordance with automotive standards. All body colors are to be solid white in color and manufacturer's standard unless otherwise noted. Bidder to note if white color is standard at no extra cost on each item Bid. If no chart is submitted or no notations are made, it will be assumed all colors are standard and no additional compensation will be required.
14. Lift Gate: Hydraulic with a minimum lifting capacity of 4,000lbs. The lift gate shall stow away under the rear of each unit. There shall be a switch inside the box unit to raise and lower the lift and one on the outside of the unit to access the lift from the ground. A hand controlled plug-in unit is acceptable so the lift can be operated both inside and from the ground outside of the box unit.
15. Horizontal E-track Cargo Securing System: There shall be two (2) horizontal E-track systems on all three (3) walls inside the cargo area. The channels shall be six (6) inches in height using three (3) inch locking ratchet straps. First channel is nine (9) inches from floor to bottom of channel and second channel is 50 inches from floor to bottom of channel. Each truck shall be supplied with no fewer than four (4) new E-Track ratcheting straps sets.
16. Backup Camera: Installed in each unit
17. Keys: Two keys should be provided per truck. Each truck should be keyed the same for ignition and exterior door access. In total this bid requires 6 like kind truck keys to work on any of the three trucks included in the lease agreement.

B. Lease Requirements

1. Notwithstanding the signature date of this Contract, the Lease period shall commence upon the delivery of the vehicles to CML.
2. As part of the Contractors bid submission, the Contractor shall submit a draft copy of its standard lease agreement for review. Any terms that conflict between the standard lease agreement and the CML terms and conditions included anywhere in this document shall be identified and noted at the time of bid. Any terms or modifications thereof will be considered on a case by case basis. Absent a formal agreement, the terms and conditions in the CML Agreement shall be the governing document for the purposes of administration and conflict resolution.

3. The Contractor will keep on hand and deliver to the Library Operations Center as needed, a 55 gallon drum of Diesel Exhaust Fluid (DEF) with an extraction pump unit for the drum.
4. The Columbus Metropolitan Library will adhere vinyl graphics branding the box units and shall be removed from the box units by the Library prior to returning the vehicles at the end of life of lease.
5. Expected yearly mileage per unit is 60,000 miles per year.
6. In the price proposal, additional mileage costs that exceed the yearly allowance shall be provided. All overage costs will be reconciled between CML and the Contractor at the conclusion of the lease.
7. Some equipment requested may be available only in combination with other options or subject to additional ordering requirements or limitations. Bidders are required to cite such requirements are applicable. Once awarded, Contractor is required to deliver vehicles as ordered, incurring no additional costs beyond the stated prices.
8. Bidders may elect to quote some of their more popular options for the item being Bid. The options(s) being offered must be available for the item being Bid. The additional options being offered must not change the item model being Bid.

C. Repair Services

1. For maintenance services, the Contractor shall provide 24 hours 7 days a week roadside assistance for all calls within fifty (50) miles of the CML Main Library. All calls must be acknowledged within fifteen (15) minutes and a repair truck shall be dispatched within thirty (30) minutes. All roadside repairs shall commence within two (2) hours of the initial call for service.
2. All towing services from any location identified by CML to the Contractor's facility shall be provided at no additional cost to CML.
3. Within one (1) business day of the commencement of repair services, the Contractor shall provide the CML Authorized Representative with an itemized repair proposal as well as an estimated timeline for repairs.
4. The Contractor may complete all repairs less than two hundred and fifty dollars (\$250.00) without prior written approval of the CML Authorized Representative. All repairs in excess of that amount require the prior written approval of the CML Authorized Representative.
5. While the CML vehicle is undergoing repair, the Contractor shall provide a a loaner vehicle with identical hauling capacity, equipment, and box configuration at no additional cost to the Library.

D. Maintenance Services

1. The Contractor shall detail the manufacturers scheduled maintenance plan for the vehicles submitted for consideration.
2. CML Agrees to coordinate with the Contractor to complete all scheduled maintenance tasks with the Contractor during the term of this Agreement.

IV. Contractor Qualifications

- A. At the time of the bid submission, the Contractor shall be an authorized original dealer of a commercially recognized vehicle brand and shall be currently providing leasing, repair, and maintenance services.

- B. The Contractor shall have a repair and maintenance facility within a reasonable distance to the CML Operations Center. CML reserves the right to inspect the Contractor's facility prior to the commencement of the lease.

V. Quality Control Services

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

VI. Compensation

- A. The Contractor shall provide a fixed monthly price for all leasing services. The fixed monthly price shall be all inclusive, and shall include, but shall not be limited to, all leasing costs, maintenance, medicare, Social Security, statutory payroll taxes, consumable materials, general and administrative expenses, and Contractor profit.
- B. The Contractor shall provide a fixed cost per mile for miles accumulated in excess of the annual allocation. The fixed cost per mile shall be all inclusive, and shall include, but shall not be limited to, all leasing costs, maintenance, medicare, Social Security, statutory payroll taxes, consumable materials, general and administrative expenses, and Contractor profit.
- C. CML does not guarantee a fixed quantity of work. CML will compensate the Contractor only for services rendered and approved by the CML Authorized Representative.
- D. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
- E. CML is a tax exempt organization.

VII. Term

- A. The term of this agreement shall commence upon the signature date, however, the lease agreement shall commence upon the delivery of the vehicles and shall continue for forty-eight (48) months.
- B. CML and the Contractor may mutually extend the lease agreement on a month-to-month basis for an additional twenty-four (24) months.
- C. The total duration of this Agreement shall not exceed seventy-two (72) months.

DIVERSITY

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

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

COMPLIANCE WITH APPLICABLE LAWS

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

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

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

BID REQUIREMENTS

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

BID INSTRUCTIONS

Each Bidder must submit one (1) original Bid, completed and signed in blue ink, via email with “*ITB CML 21-019 – Lease, Repair, and Maintenance for three (3) twenty-six foot (26’) . Box Trucks*” in the subject line and the vendors' name in the file attachment(s). The bid submission shall include the following:

1. Cover Letter

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

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

Bids must be received by the Procurement staff via email at procurement@columbuslibrary.org **no later than 12:00 PM on 10/21/2021.**

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

EVALUATION CRITERIA

CML will review all options and group all responses by the manufacturer. The manufacturer option that best conforms to the minimum requirements of Appendix A and has the lowest price will be selected. Among the firms that provide a response for that manufacturer, CML will select the vendor with the lowest price for the model selected.

Contractors are permitted to submit multiple vehicle(s) and trim packages for consideration. Each response will be evaluated relative to other responses for the same product.

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

ITB & BID QUESTIONS

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

CML will post written responses to all properly received questions no later than five (5) days prior to the proposal due date. Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business.

PROJECTED TIMELINE

The projected timeline for this ITB process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	10/04/2021
Inquiry Period Ends	Seven (7) Days prior to the bid due date
Final Response to Vendor Questions	Five (5) Days prior to the bid due date
Due Date	10/21/2021
Selection of Successful Bidder	TBD

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

BID PRICE SUBMISSION FORM

See Appendix A

Attachment A- Detailed Vehicle Specifications

Standard Specification Items	Minimum	Standard Specification Items	Minimum
Power train:		Exterior:	
Engine Type (Cylinder/Liter)	8 Cylinder	Body Side Moldings	Mfg. Std.
Horse Power (Net HP)	Min. 234 HP	Body and Cab Color	White Required
Automatic Transmission	Required	Doors	2 Door
Locking Differential	Mfg. Std.		
Chassis:		Seating:	
Fuel (Type)	Diesel / Alternative	Seating Capacity	2
Fuel Capacity (Duel 50 gal tanks.)	Duel 50 gallon tanks required	Front Seat Type	Bucket
Tires	All Season	Seat Covering	Vinyl
Spare Tire	Mfg. Std.	Floor Covering	Vinyl
Cooling System	Mfg. Std.		
Safety:		Accessories:	
Restraint System (Driver and Passenger)	Required	Air Conditioning	Required
Supplemental Restraint System (Air Bags - Duel)	Required	Tilt Wheel & Cruise Control	Required
Air Brakes	Required	Windows & Door Locks	Power
Dimensions:		Keyed Door Locks	Required
Wheelbase (in)	Mfg. Std.	2 Sets of Keys Per Unit. All units to be keyed the same	Required
Head Room (Front/Rear)	Mfg. Std.	Intermittent Windshield Wipers	Required
Leg Room (Front/Rear)	Mfg. Std.	Floor Mats – All Weather	Required
Shoulder Room (Front/Rear)	Mfg. Std.	Radio	Mfg. Std.

Standard Specification Items	Minimum	Standard Specification Items	Minimum
Hip Room (Front/Rear)	Mfg. Std.	Lift Gate – Minimum lift 4,000lbs. with Hand Held Control for Driver	Required / 4000lbs Stow away
Passenger Volume (cubic feet)	Mfg. Std.	Back Up Camera system	Required
Gross Vehicle Weight (GVW)	No more than 26,001 for non-CDL drivers	Horizontal E-track Ratchet Cargo Securing System- Two channels per wall in cargo area	Required
Electrical:		Warranty:	
Alternator (amps)	Mfg. Std.	Mfg. Standard Warranty (Min.)	Required
Battery (CCA)	Mfg. Std.	Optional Extended Warranty -Bumper to Bumper	Not required
Cargo bay LED dome lights or LED light strips	Required		
Block Engine Heater	Required	Other Mfg. Items: Required	
12V Power Point in Cab (Min 1 power point)	Required	30-Day Tag	
		Parts Manual(s) – Print and/or Digital	
		Service Manual(s)- Print and/or Digital	

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

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

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

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

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

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

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment

of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

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

Standard Invoice and Payment

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

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

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

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

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

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

Delivery

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

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

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

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

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

Remedies for Default:

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

Force Majeure: If CML or Supplier is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts,

droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

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

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

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

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

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

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

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

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

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

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

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

ADDITIONAL TERMS:

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

Appendix A

RFP# 21-019- Lease, Repair, and Maintenance Services for three (3), twenty-six foot (26') box trucks

Bid Price Submission Form

I. Fixed Lease Cost

Item	Qty	Unit Price	Price Per Vehicle (A) x (B) = (C)	Qty Vehicles	Total (C) x (D) = (E)
	(A)	(B)	(C)	(D)	(E)
Monthly Lease Cost	48	\$ _____	\$ _____	3	\$ _____

II. Additional Items

Item	Unit Price
Mileage Overage (Cost) per mile)	\$ _____
55 Gallon Drum of Diesel Exhaust Fluid	\$ _____

Submitted by:

Company Name

Name

Title

Signature

Date

Notes:

- A. The Contractor shall provide a fixed monthly price for all leasing services. The fixed monthly price shall be all inclusive, and shall include, but shall not be limited to, all leasing costs, maintenance, medicare, Social Security, statutory payroll taxes, consumable materials, general and administrative expenses, and Contractor profit.
- B. The Contractor shall provide a fixed cost per mile for miles accumulated in excess of the annual allocation. The fixed cost per mile shall be all inclusive, and shall include, but shall not be limited to, all leasing costs,

maintenance, medicare, Social Security, statutory payroll taxes, consumable materials, general and administrative expenses, and Contractor profit.

- C. CML does not guarantee a fixed quantity of work. CML will compensate the Contractor only for services rendered and approved by the CML Authorized Representative.
- D. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
- E. CML is a tax exempt organization.

Appendix B

RFP# 21-019- Lease, Repair, and Maintenance Services for three (3), twenty-six foot (26') box trucks

Bidder's Diversity & Inclusion Participation Form

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

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

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

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$

A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
TOTAL BID	\$
B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

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

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

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

By: _____ Date: _____

Print Name and Title: _____

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

Appendix C

Acknowledgment of Addenda

Project Description: **RFP# 21-019- Lease, Repair, and Maintenance Services for three (3), twenty-six foot (26') box trucks**

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: _____