

## COLUMBUS METROPOLITAN LIBRARY

# Invitation to Bid

## HVAC and Mechanical Preventative Maintenance Re-Bid

**Issue Date: December 08, 2021**

**Number: CML #21-028**

### **Issued by**

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

### **Deadline for Submittal**

Thursday, December 28, 2021  
No later than 12:00 NOON EST



Dan Jones, Procurement Buyer  
 Procurement Department  
 Telephone: (614) 849-1028; FAX: (614) 849-1140  
[djones@columbuslibrary.org](mailto:djones@columbuslibrary.org)

## INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) for *HVAC and Mechanical Preventative Maintenance Re-Bid* (“Project”). The ITB Identification Number is: **CML #21-028**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 PM on 12/28/2021**.

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

All questions or requests for clarifications should be submitted no later than 5:00 p.m., seven (7) days prior to the bids 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 proposer 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 goods and/or services at the prices proposed.

The proposer 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 Bid (Please print or type)		Title
Proposer 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 sealed bids (“Bids”) from qualified and licensed providers who specialize in heating and cooling services, to furnish all professional services, equipment, labor and materials necessary to provide preventative maintenance services and some or all repairs for HVAC units at several Columbus Metropolitan Library locations. The term of the Contract will be for two (2) years, fixed pricing, with two (2) optional one (1) year extensions.

## **Qualifications**

The Contractor is required to be in possession of a valid State of Ohio HVAC license issued by the Ohio Department of Commerce and must be in good standing for the duration of this Agreement. If a license is terminated or suspended during the term of this Agreement, CML shall have the right to immediately terminate this Agreement.

Contractor must use fully licensed staff for each specific piece of equipment that the work is being performed on.

For security purposes, the Proposer shall be required to submit a list including the names of the personnel who will be regularly assigned to Columbus Metropolitan Library properties. In addition, all staff assigned to CML premises must be bonded and insured. All staff shall wear a work uniform type shirt that clearly displays the company name and worker’s name.

## **List of Preventive Maintenance Locations**

<b>Location</b>	<b>Address</b>	<b>City</b>	<b>ZIP</b>
<b>Driving Park</b>	1422 E Livingston Ave	Columbus	43205
<b>Hilliard</b>	4500 Hickory Chase Way	Hilliard	43026
<b>Main Library</b>	96 S. Grant Ave	Columbus	43215

The Contractor may be asked from time to time to complete corrective maintenance and/or repairs at the following CML locations:

## **List of Possible Corrective Maintenance Locations**

<b>Location</b>	<b>Address</b>	<b>City</b>	<b>ZIP</b>
<b>Canal Winchester</b>	115 Franklin St	Canal Winchester	43110
<b>Franklinton</b>	1061 W. Town St.	Columbus	43222
<b>Linden</b>	2223 Cleveland Ave	Columbus	43211

Location	Address	City	ZIP
Livingston	3434 Livingston Ave	Columbus	43227
Marion Franklin	2740 Lockbourne Rd	Columbus	43207
New Albany	200 Market St	New Albany	43054
Reynoldsburg	1402 Brice Rd	Reynoldsburg	43068
South High	3540 S. High St	Columbus	43207
Southeast	3980 S. Hamilton Rd	Groveport	43125
Whetstone	3909 N. High St	Columbus	43214

CML issues corrective maintenance and/or repair orders in the amount of approximately thirty thousand dollars (\$30,000.00) per year. This is our estimated cost for repair services which is listed as placeholder on the price proposal form for bid evaluation purposes. The Contractor will be compensated in accordance with the Corrective Maintenance Rates of the Price Proposal form.

**SCOPE OF WORK**

The awarded Contractor shall provide all materials (excluding air filters and belts), equipment and labor for preventative maintenance services and some or all repairs, as needed, on Columbus Metropolitan Library HVAC systems. Refer to Appendices A and C for a list of HVAC Equipment and schedule included in this Project.

**General**

This Section includes brief descriptions of the HVAC and Mechanical Preventative Maintenance Work and special conditions related to the Work for the Columbus Metropolitan Library at all CML locations.

**Preventative Maintenance**

1. Routine seasonal preventative maintenance will be conducted twice a year per the HVAC PM Schedule (Appendix A). The specific days of the month will need to be scheduled with CML’s Property Management Department. All preventative maintenance shall be performed during the hours of 7:00 AM through 3:00 PM Monday – Friday unless specified by CML Maintenance.
2. Awarded Contractor will be required to follow the attached preventative maintenance checklists (Appendix C) and all manufacture maintenance instructions. CML Property Management will work with the awarded Contractor to ensure the preventative maintenance is comprehensive.

3. Additional work within the preventative maintenance agreement will include annual belt changes, condensation tablets, belts, and filter changes on all units as part of the annual preventative maintenance visit. Belts and Filters will be supplied by CML. Awarded Contractor shall include all other supplies such as cleaning solutions, condensation tablets, etc. at no additional cost.
4. A full report of each unit addressing any concerns or issues shall be provided upon the completion of the inspection via email to CML Property Management.
5. Proposer agrees to address simple repairs, including any mechanical issues that are found on a PM and can be repaired for under one thousand dollars (\$1,000.00), while on-site, in order to reduce downtime and total repair costs. Contractor should contact CML Maintenance staff via a phone call prior to starting repair service to seek approval. Services required in excess of one thousand dollars (\$1,000.00) require prior written approval of CML.
6. Any issues that cannot be corrected during the time of the preventive maintenance must be quoted out and emailed to CML Maintenance Management for approval and scheduling.
7. Awarded Contractor will perform preventive maintenance audits on 10% of all completed PMs with CML property management and will be required to email all audit reports directly to the CML Operations Manager.
8. CML reserves the right to delay, cancel, or change the schedule of all PM services.

### **Hours & Response Time**

1. Maintenance work or repairs shall be performed during the regular hours of 7:00 AM through 4:00 PM, Monday-Friday unless specified by CML Maintenance Management. CML acknowledges after hours and/or holidays may be at a different rate.
2. Proposer agrees to provide emergency response telephone number that is staffed 24 hours a day, seven (7) days a week, 365 days a year.
3. For Non-emergency calls, the Contractor must be able to have a qualified technician respond onsite within four (4) hours of receiving the non-emergency call. The non-emergency call window ("Regular Service") shall be between the hours of 7:00AM-4:00PM, Monday-Friday.
4. For Emergency calls and calls on CML Holidays, the Contractor must be able to have a qualified technician respond onsite within two (2) hours of receiving the emergency call. The emergency call window ("Emergency Service") shall be between the hours of 4:00PM-7:00 AM, Monday-Friday, 12:00AM-12:00PM, Saturday and Sunday, and at other times as directed in writing by the CML Authorized Representative.
5. For the purposes of this Agreement, Holidays are defined as New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, and New Year's Eve Day.
6. All requests for service shall be responded to within 24 hours
7. Awarded Contractor shall provide all the transportation, equipment and labor needed to complete necessary repairs due to all emergency service calls.

## **Equipment Repair**

1. CML reserves the right to repair any items with in-house labor if deemed necessary.
2. Awarded Contractor shall list the CML equipment number (EPN) stickered on all HVAC units on their service tickets as well as on the invoice.
3. CML may request that the awarded Contractor provide a written quote for any repairs at any CML locations. CML will not pay for any third party quoting services.
4. Equipment covered by original equipment manufacturers (OEM) warranty will be repaired under warranty first. Repairs to equipment outside of OEM warranty will be repaired under the terms of the service agreement. All components deemed defective will be replaced with new OEM approved parts or equivalent. Awarded Contractor is required to file for any and all manufactures warranty regardless of who installed the HVAC unit.
5. The Contractor shall provide one (1) year of warranty on parts and labor for all corrective maintenance and repair, in addition to any manufacturer warranty.
6. The contractor shall provide a list to CML Maintenance once a year, of all used refrigerants by location and equipment.

## **Equipment**

1. The Contractor shall have sufficient equipment to provide all preventative maintenance services, with the exception of cranes and lifts greater than 50'. In the event a crane or lift is needed, the Contractor shall be responsible for renting the needed equipment at its own expense.
2. Proposer's work vehicles shall be identified with company name, and must be in good, working order and shall be fully insured in accordance with the terms and conditions of this agreement.

## **Other Terms & Conditions**

1. The Contractor will be provided with access to CML's work order data base system for HVAC work orders and scheduling of service. The Contractor may be provided with additional CML system access on an as-needed basis.
2. Awarded Contractor shall follow the provided preventative maintenance checklist (Appendix D) and provide a service report following each service.
3. Awarded Contractor shall coordinate all maintenance and repair work with CML in writing, at least twenty-four hours prior to a company representative providing non-emergency services at a CML location.
4. Awarded Contractor shall not subcontract any of the Work to any other company without the prior written approval of CML.
5. In the event of a discrepancy between a quoted price and an invoice for materials or Services, the Contractor shall include a written explanation of the difference and may be asked to revise the initial diagnosis and quote for materials and/or services.
6. Awarded Contractor shall perform the Work in accordance with all local, state, and federal regulations and applicable manufacturer recommendations.

7. CML reserves the right to increase and or decrease the amount of preventive maintenance is being performed as part of the Contract.
8. Any damage to a facility done by the awarded Contractor will be the responsibility of the Contractor to repair as required and supervised by CML's Property Management at the Contractor's expense.
9. CML reserves the right to request additional information from any Contractor, reject any or all bids, to waive any irregularity in the bids, and to not guarantee a minimum value for the contract to be awarded. The cost for developing the submittal is the sole responsibility of the Contractor.
10. Contractors are hereby notified that during the term of this Agreement, CML may undertake building renovations and relocations that may result in the removal, addition, suspension, termination or modification of work needed at any particular site. In such instances, the Contractor and CML will work in good faith to jointly modify the scope of work and applicable pricing for any or all sites.

### **Payments**

For payment of preventive maintenance services the awarded Contractor shall issue one invoice that breaks out the cost of all branches.

For payment of corrective maintenance services the awarded Contractor shall issue one invoice per work order. The equipment part number must be listed on all invoices. All invoices must break down the cost between labor, parts, and any rental services needed. CML will pay invoices within 30 days of approval.

Labor rates must align with the rates that Proposer submits in the Bid.

### **Additional Pricing Instructions**

This ITB will require two (2) cost bids:

- a. Cost per branch for preventative maintenance services
- b. Cost for time and material for repairs/services performed outside of a preventative maintenance agreement.

The Contractor shall include the amount of time each preventative maintenance task will take in the far-right column of the scheduling and pricing sheet (Appendix A, Tab 1).

Corrective maintenance pricing shall include; standard labor rate, overtime rate, emergency rate, holiday rate, any helper rates, weekend rate. All rates must be listed on the Corrective Maintenance Pricing Sheet (Appendix A, Tab 2) to be approved for payment on the Contractor's invoice. Listed rates are effective for the term of the Contract.

All labor rates included in the price bid shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, Medicare, social security, insurance, travel time, tools, consumable materials, licensing, general and administrative expenses and contractor profit.

The markup cost factor for materials submitted by the Contractor shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, Medicare, social security, insurance, travel time, tools, consumable materials, licensing, general and administrative expenses and contractor profit.

CML is a tax exempt entity.

The Contractor shall not be entitled to any modifications to their cost bid without prior written approval of the CML Chief Financial Officer.

The Contractor shall be compensated for work provided. CML does not guarantee a minimum quantity of work.

### **Award**

The lowest price firm will be determined based upon the preventative maintenance costs for the listed locations as well as the estimated annual amount of corrective maintenance and/or repair services. Additional hourly rates and materials markup are for budgetary purposes and will be utilized on an as-needed basis based upon CML needs.

CML may award the Contract to as many Contractors as necessary to achieve the desired outcome. Awarded Contractors must maintain certified HVAC maintenance techs in all types of equipment that is awarded to the Contractor.

### **Term**

The term of the Contract will be for two (2) years, fixed pricing, with two (2) optional one (1) year extensions.



## **GENERAL INSTRUCTIONS**

The contractor (“Contractor”) shall furnish all labor, materials, equipment services and supervision required to complete the work (“Work”), complying with the scope of work outlined herein.

The Proposer shall be given the opportunity by CML to examine the work site(s) prior to submitting a Bid.

The Contractor is responsible for all requirements as provided in the ITB documents.

## **PRE-BID CONFERENCE**

CML will not be holding a pre-bid meeting for this solicitation. All questions must be submitted in writing to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org). Responses will be made available 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).

**On-site walkthrough may be scheduled as needed.**

## **DIVERSITY**

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

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

## **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Bid for Work on the Project, the Proposer acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

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

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

## **BID SUBMISSION REQUIREMENTS**

1. Contractors are cautioned to carefully review all parts of the ITB. No allowance may be made for any error or negligence of the Contractor.
2. Bids are to be prepared in such a way as to provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this ITB and provide sufficient information to fully establish the Contractor'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 Contractor and shall not be chargeable to the Library.
5. The Bidder must address all of the requirements listed in the Invitation to Bid. All Bids must be emailed to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) , with the Bid Identification Number **CML #21-028**, title, and Contractor name in the subject line of the email and the file names.

## **BID FORMAT AND CONTENT**

To facilitate comparison, Bids shall be organized into the following marked or tabbed sections:

1. Bids must include a table of contents listing all sections:
  - a. A cover letter, on the Bidder's letterhead, shall be submitted and shall include, but need not be limited to, the following information:
    - i. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
    - ii. A statement that the Bid will be valid for 90 days.
    - iii. Identification of all the material enclosures submitted in response to this ITB.
    - iv. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet all requirements as described in this ITB.
  - b. Executive-level summary of the proposed solution, which shall include but shall not be limited to:
    - i. The Contractor's Work Plan. The Work Plan must address exactly how the Contractor will provide all required services specified in this ITB.
  - c. Statement as to the Contactor's particular abilities and qualifications to include, but not limited to:
    - i. Brief history of the company.
    - ii. Product and services offerings.
    - iii. Describe the core competencies.
    - iv. The number of years the Contractor has been in business.
    - v. Primary corporate location's address.
    - vi. The geographical area of operations and professional affiliations.
    - vii. Overview of the ownership structure of the company.

- viii. All alliances and/or strategic partnerships with other companies.
  - ix. Size and composition of the organization.
  - x. Number of current customers.
- d. A description of the Contractors staffing plan for this project
  - e. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
    - i. Lawsuits, judgments, liens, bankruptcies, or claims made against the Contractor within five (5) years of the Bid due date.
    - ii. Debarment from entering into contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the Bid due date.
  - f. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Contractor's response.
  - g. References - The Contractor shall provide at least three (3) references for engagements within three (3) years of the Bid submission date.
  - h. 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.
  - i. The Contractor must include a completed W-9 Form.
  - j. The Contractor must provide a Certificate of Insurance ("COI") with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.
  - k. A completed Acknowledgement of Addenda form.
  - l. A list of all assumptions and exceptions to the specifications outlined in the ITB.
2. Completed Bid Price Form – Appendix A, Tab 1
    - a. The Bid shall contain all price information in the format specified on the Bid Price Form.
    - b. 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.
  3. Corrective Maintenance Pricing Sheet – Appendix A, Tab 2

4. Completed Bidder's Diversity & Inclusion Participation Form – Appendix D
5. Completed Acknowledgement of Addenda Form – See Appendix E

### **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 bid due date. CML will post written responses to all properly received questions no later than five (5) days prior to the bid 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 thorough and complete analysis of responses.

<b>Activity</b>	<b>Target Completion Date</b>
Issuance of ITB Inquiry Period Begins	<b>December 08, 2021</b>
Inquiry Period Ends	<b>Seven (7) days prior to the bid due date</b>
Final Response to Vendor Questions	<b>Five (5) days prior to the bid due date</b>
Due Date	<b>December 28, 2021 by 12:00 p.m. (Noon)</b>
<b>Selection of Successful Proposer</b>	<b>January 2022</b>

*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*

## Columbus Metropolitan Library

### Procurement Department

#### Standard Contract Terms and Conditions

##### **Contract Components, Entirety, Changes Interpretation**

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

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

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

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

##### **Standard Invoice and Payment**

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

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

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

**Taxes:** Columbus Metropolitan Library is exempt for all federal, state and local taxes as CML is a political subdivision of the State of Ohio.

**Term of Contract:** This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

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

### **Delivery**

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

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

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

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

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

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



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

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

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

**Remedies for Default:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**ADDITIONAL TERMS:**

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

**Appendix A**  
**Preventative Maintenance Cost**  
**HVAC and Mechanical Preventative Maintenance**  
**ITB Number: CML #21-028**

The Preventative Maintenance Cost sheet is located in a separate Excel file under the ITB link at the CML website.

**Appendix B**  
**HVAC Inventory**  
**HVAC and Mechanical Preventative Maintenance**  
**ITB Number: CML #21-028**

The PM locations sheet is located in a separate Excel file under the ITB link at the CML website.

**Appendix C**  
**Task Lists**  
**HVAC and Mechanical Preventative Maintenance**  
**ITB Number: CML #21-028**

The Task Lists sheet is located in a separate Excel file under the ITB link at the CML website.

**Appendix D**  
**Proposer's Diversity & Inclusion Participation Form**  
**HVAC and Mechanical Preventative Maintenance**  
**ITB Number: CML #21-028**

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

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

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Proposer 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.		\$
	<b>A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS</b>	\$
	<b>TOTAL BID</b>	\$
	<b>B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)</b>	%

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

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

I certify under penalty of perjury that the forgoing 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 Proposer does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Proposers, the Proposer must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Proposers, were actively and aggressively undertaken by the Proposer, to reach such goals.**

**Appendix E**  
**Acknowledgement of Addenda**  
**HVAC and Mechanical Preventative Maintenance**  
**ITB Number: CML #21-028**

Project Description: HVAC and Mechanical Preventative Maintenance

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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: \_\_\_\_\_

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

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

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

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