

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Backflow System Inspection, Maintenance, and Repair

Issue Date: January 28, 2022

ITB Number: CML #22-003

Issued by

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

Deadline for Submittal

Thursday, February 24, 2022
No later than 12:00 NOON EST



Dan Jones, Procurement Buyer
 Procurement Department
 Telephone: (614) 849-1028; FAX: (614) 849-1140
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 *Backflow System Inspection, Maintenance, and Repair* (“Project”). The ITB Identification Number is: **CML #22-003**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 PM on 02/24/2022**.

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 . All questions will be answered in the form of an addendum and posted on the CML website.

The 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 goods and/or 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 Bid (Please print or type)	Title	
Bidder Name		
Mailing address		
City	State	ZIP
Telephone	Toll Free Telephone	
Contact Person	Fax Number	
E-Mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID

OVERVIEW

The Columbus Metropolitan Library is seeking competitive sealed bids (“Bids”) from qualified and experienced firms to provide fire system inspection and repair services for backflow prevention as required per Local city code and NFPA.

GENERAL INSTRUCTIONS

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

The successful Bidder is responsible for removal of all debris and excess material from job site on a daily basis. Use of CML’s dumpster will not be permitted.

All buildings, walks, steps, fences, shrubs, autos, etc. shall be protected. Any damage caused by the Contractor shall be repaired by the Contractor, at no cost to the Library.

Access is to be maintained to the branch during open hours unless otherwise agreed-to in advance.

The Bidder is responsible for protecting and providing unobstructed access to the branch.

SCOPE OF WORK

The Bidder is responsible for all requirements as provided in the attached Project documents. All testing and inspections will be documented with completion information for each device recorded. Information for each device must include: name of activity, date of activity, required frequency of the activity, name and contact information, including affiliation of the person who performed the activity, NFPA standard(s) referenced for the activity, and results of the activity.

Locations:

Building locations are listed in **Appendix A** for all CML facilities covered under this Contract. Due to the current construction program, buildings will be added and or deleted during the contract term at CML’s discretion.

Preparation:

A predetermined schedule listed in **Appendix A** will be followed unless approval is given from CML’s Property Management Operations Manager. All inspections must be completed in the assigned month per this schedule.

Duration and Schedule:

Service period to commence on June 1, 2022 through May 31, 2025. The initial term of the Contract is three (3) years, with the possibility to extend two additional years at 2025 prices.

All planned service visits will be scheduled at least 48 hours in advance. Once the schedule has been agreed to by the Bidder and CML, the Bidder will not change the schedule without agreement of CML.

Parts and Repairs:

Any replacement parts or repairs not covered under the Bidder must be authorized by CML prior to proceeding. Parts and labor will be invoiced separately and per the contractual repair rates.

Device Counts:

List of backflow devices are listed in **Appendix A**. This Contract is not limited to this number or figure as this list has been created for initial inventory purposes only. The Bidder is responsible for producing the inventory necessary for it to submit a Bid.

PRE-BID CONFERENCE

A pre-Bid conference will be held **virtually on Tuesday 02/01/2022 at 12:30 PM** to discuss the requirements of this ITB and answer any questions. Interested Bidders will be asked to RSVP to procurement@columbuslibrary.org, at which time they will be provided with a link to the pre-Bid meeting. 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 available on the Doing Business with CML page of the Columbus Metropolitan Library website, www.columbuslibrary.org.

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 Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Bid. Please refer to Appendix C, *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 Bidder 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 Bidder 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 Bidder 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 Bidder 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, with the Bid Identification Number **CML #22-003**, 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 Contractor'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, which shall include but shall not be limited to:
- i. The name of each team member that will be assigned to this project and their assigned role for each location.
 - ii. Copies of all applicable State of Ohio Backflow Licenses for members of the project team.
 - iii. A resume of experience, certifications, skills and abilities of each team member.
 - iv. A list of current clients that are represented by each of the members of the project team.
- 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
3. Completed Bidder's Diversity & Inclusion Participation Form – Appendix B

4. Completed Acknowledgement of Addenda Form – See Appendix C

The Bid shall contain all price information in the format specified on the Bid Price Form.

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

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Web-site: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the ITB opening. Bidders are responsible for any information provided in any and 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. Award shall be determined by the lowest Bid Price submitted by a responsive and responsible Bidder.

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 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.

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.

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	January 28, 2022
Pre-Bid Conference	February 2, 2022 (12:30 PM)
Inquiry Period Ends	February 17, 2022 (5:00 PM)
Final Response to Vendor Questions	February 21 , 2022 (5:00 PM)

Due Date	February 24, 2018 by 12:00 p.m. (Noon)
Selection of Successful Bidder	TBA

Notification of changes in the response due date will be posted on the CML Website or as otherwise stated herein. All times are Columbus Local Time

Required Certifications and Minimum Qualifications:

Every contracted individual testing and or repairing CML’s backflow devices must be currently recognized by the Ohio Department of Commerce (DOC) as a Certified Backflow Tester. Be currently registered with the Columbus Department of Building Regulations. Possess test equipment that has been calibrated within the last (12) twelve months. Agree to the Requirements of City of Columbus Approved Certified Backflow Assembly Testers. Agree to use the City’s on-line test submittal portal. Insurable for coverage limits for Commercial General and Automobile Liabilities and Workers Compensation and Employers Liability as required.

Awarded contractor must inspect all CML Backflow devices no less than every 12 months, and will not allow any of CML’s Backflow devices to fall out certification. Said contractor will provide the host city with all necessary certification paper work within (5) five days of completion all tests, using the City’s approved on-line web portal at <https://columbus.tokaytest.com>. The City of Reynoldsburg Backflow test must be completed on their specific cities form and faxed to (614) 322-6857 Awarded contractor shall comply with all required city regulations and or inspection requests.

All inspections and repairs of backflow devices will be scheduled no less than 2 working days ahead of time with CML Maintenance Supervisor. A CML Maintenance Technician is required to be onsite when the backflow tester is completing any work inside the CML building.

In the case where a backflow device is in need of a repair a written quote shall be created and emailed to the CML Maintenance Supervisor for approval prior to work being completed.

The Contractor will have software that is able to generate CML backflow inspection schedule, and send all necessary reports that are required to the respective city of each location. Bidder will be prepared to virtually walk CML through their software system to see a schedule for a 12 month period, and track each of CML’s building repairs.

No subcontracting of any kind is allowed for any backflow inspection.

Pricing:

Bidder shall provide a uniform price to test and inspect all Columbus Metropolitan Library owned backflow devices. (Appendix A is the current CML Backflow prevention device list,

please note that this list is subject to change due to current construction projects.) Bidder shall provide hourly repair rate that will be used in any repair recommendation provided by the contractor following testing and inspection work. Provide any other necessary pricing to cover all repair scenarios. Note that this Contract does not guarantee all corrective maintenance work at all CML locations. CML reserves the right to seek multiple competitive quotes for any repair work that is needed.

City Backflow Prevention and Forward Flow Testing (Annual):

These devices will be tested and certified as required by the state water authorities or local water departments, prior to the month due.

Backflows preventers are required to be forward flow tested to determine that the device is operating within the manufactures specifications. The forward flow test consists of flowing water through a test connection downstream of the backflow preventer. The required gallons of water flowing and system demand are determined by the most demanding hydraulically calculated sprinkler system at the property. While flowing the required gallons per minute record the pressure on the system side of the backflow and compare it to the demand pressure noted on the hydraulic placard. For those systems not equipped with a suitable test connection; a measured test through the main drain valve will be performed and recorded. Note – a test conducted through the main drain test connection may not meet the demand of the sprinkler system, however this will meet the intent of the test as stated in NFPA 25.

Emergency Response Time:

This Contract includes the Contractor providing an on-call service and staff 24 hours a day, 7 days a week, 365 per year.

Required Two (2) hours maximum emergency response time to any library facility, to provide emergency repair for any fire system covered by this contract.

Confirmation of all emergency calls to CML Designee within 30 minutes.

Employees must be in uniform, including safety equipment, and have proper company identification.

Contractor must have the capability to meet the above requirements of this specification for the Central Ohio local area due to the possibility of emergency services and response time.

Debris:

Contractor is responsible for the removal of all debris and excess material from job site on a daily basis. Use of CML's dumpster will not be permitted.

Licensing and Guarantee Requirements:

Following any testing and making deficiency repairs, etc., The Contractor must provide a one-year workmanship (Labor,) and material warranty.

Contractor must be qualified per Section NFPA 25and Ohio Fire Codes.

Every contractor working or testing a CML backflow device must be recognized by the Ohio Department of Commerce (DOC) as a Certified Backflow Tester. Be currently registered with the Columbus Department of Building Regulations. Possess test equipment that has been calibrated within the last (12) twelve months.

The Library further intends to make a single award as a result of the ITB.

Invoicing:

Bidder will invoice CML for all inspection services on a monthly basis. Invoices must be sent to Account Payable accountspayable@columbuslibrary.org in order to process payment. All invoices will have the building name where the inspection was performed, type of inspection done, and contractual cost per inspection broken out.

**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. 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.

Appendix A
Branch Locations & Pricing Sheet
Backflow System Inspection, Maintenance, and Repair
ITB Number: CML #22-003

The Branch locations and Pricing Sheet is located in a separate Excel file under the ITB link at the CML website.

Appendix B
Bidder's Diversity & Inclusion Participation Form
Backflow System Inspection, Maintenance, and Repair
ITB Number: CML #22-003

A completed Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed 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 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 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
Acknowledgement of Addenda
Backflow System Inspection, Maintenance, and Repair
ITB Number: CML #22-003

Project Description: HVAC and Mechanical Preventative Maintenance

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: _____