

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Exterior Masonry Repairs Whetstone Branch

Issue Date: March 3, 2021

ITB Number: CML #21-004

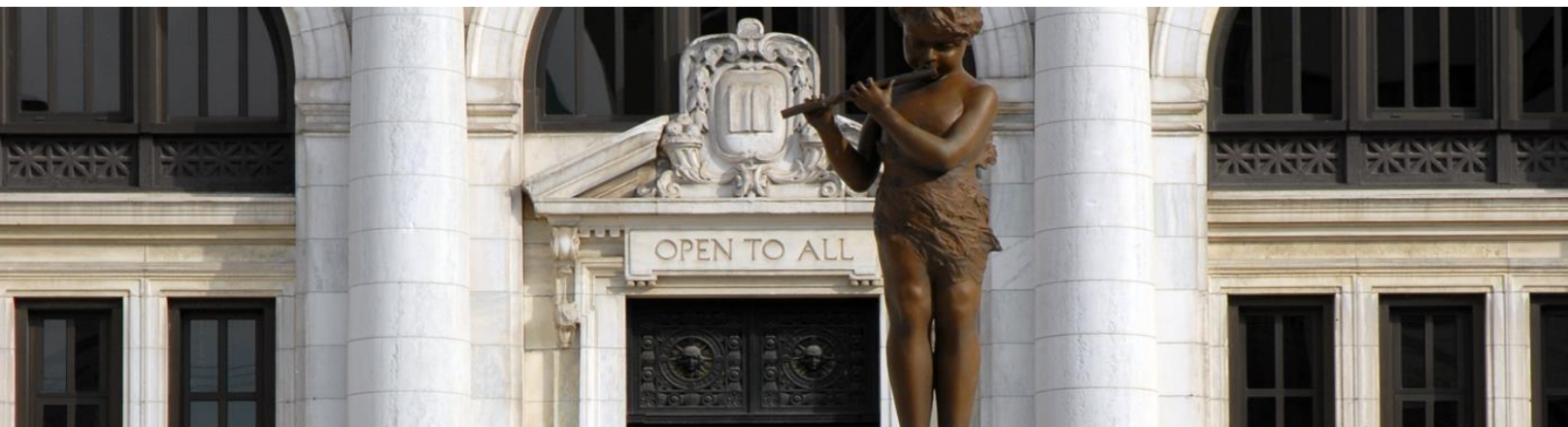
Issued by:

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

Deadline for Submittal:

March 24, 2021
No later than 12:00 NOON EST

NOTE: Prevailing Wage Rates may apply to this Project.



Wanda Dixon, Procurement Analyst
 Procurement Department
 Telephone: (614) 849-1034; FAX: (614) 849-1134
 wdixon@columbuslibrary.org

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) Exterior Masonry Repairs at the Whetstone Branch. The ITB Identification Number is CML #21-004.

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 3/24/2021. Any bid (“Bid”) arriving after 12:00 Noon 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 pm seven (7) days prior to the bids due date to procurement@columbuslibrary.org.

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 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 the 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 Bids from qualified Bidders for *Exterior Masonry Repairs at the Whetstone Branch*. The project ("Project") is to provide the necessary cleaning and repairs to the exterior brick, concrete, and sealant replacements. Bids must include all necessary materials, labor and all necessary equipment to stage and complete the work ("Work").

It is the Library's intention to obtain materials and services, as specified in the ITB, from a Contract between the successful Bidder and CML.

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

Bids shall be in accordance with the Contract documents prepared by Mays.

ALL INQUIRIES SHALL BE SUBMITTED IN WRITING TO CML.

GENERAL INSTRUCTIONS

The Contractor shall furnish all labor, materials, equipment services and supervision required to complete the Work, complying with the specifications outlined within the bidding documents and attachments to the bidding documents ("Mays Reports").

The Bidder shall examine the work site and bid attachments prior to submitting a Bid. The submission of a Bid shall be evidence that this requirement has been met. Failure to inspect the site prior to bidding does not relieve the Contractor of the responsibility of performing all Work included in the Contract.

All rubbish shall be removed daily and the job site shall be kept clean, neat, and orderly at all times. Upon completion, project site shall be left in orderly and "broom clean" condition.

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 Contractor is responsible for protecting and providing unobstructed access to the branch and minimizing interference to the Owner, employees and customers.

All work to be supervised by a foreman, lead man, or superintendent acting as a representative to the project at all times.

The Contractor shall immediately stop work and inform the Owner of any hazardous material that may be discovered during the work operations.

The Contractor shall comply with all city codes and safety regulations.

SCOPE OF WORK:

The attached Mays Reports shall be used to identify typical conditions. Contractor shall refer to attached "CML Building Envelope Assessment" for all material supply, handling and installation/execution requirements.

Contractor shall provide pricing, by branch, for the following base bid items:

1. Cut out all scattered and deteriorated mortar joints ½" deep or until sound mortar is reached and re-tuckpoint using a Type-N mortar, color and joint type to match existing, as close as possible.
2. Cut out all concrete to concrete, concrete to brick and concrete to metal joints, re-backer rod and re-caulk, color to match existing.
3. Cut out all window/door/vent/metal to wood trim or masonry perimeters 100%, re-backer rod and re-caulk, color to match existing. Add new backer rod and caulking to any noted gaps in transitions.
4. Cut out all brick to concrete sidewalk sealant joints 100%, re-backer rod and re-caulk, color to match existing.
5. Cut out all expansion joints 100%, re-backer rod and re-caulk.
6. Remove all broken bricks and replace, color to match existing (CML to approve color prior to installation).
7. Replace deteriorated mortar and flashing at penetrations.
8. Clean out plugged weep holes as needed.
9. Chemically clean entire building using Sure Klean masonry cleaner (or approved alternate) along with a 300 psi power washer.
10. Waterproof all masonry using ProSoCo Weatherseal Siloxane PD clear 10 year waterproofing (or approved alternate).
11. Remediate/repaint rusted metal at lintels/doors/canopy as noted in Contract Documents.
12. Inspect/remediate gutter and downspout connections around building.
13. Inspect/remediate/repaint plaster soffit at entrance.

The Contractor shall refer to the CML provided Building Envelope Assessment for the specifications, requirements and any additional information.

Upon completion, Contractor shall provide a 2-year labor and material warranty.

Caulking comes with a 20 year material warranty from GE.

Waterproofing comes with a 10 year material warranty from ProSoCo.

CONTRACTOR QUALIFICATIONS

At the time of the bid submission, the Contractor shall have a minimum of three (3) years of experience in providing the services detailed in this specification and shall be currently providing these services.

Individual experience as a principal, officer, or employee of an organization cannot be used to satisfy this requirement. Experience as a subcontractor cannot be used to satisfy this requirement.

The Contractor shall be required to provide a minimum of three (3) references for similar projects outlined in this specification completed within the previous three (3) years upon request of CML.

BONDS

No bid will be received or considered which is not accompanied by a Bid Bond issued by a surety company which is authorized to do business in the State of Ohio.

The bid bond shall insure the CML to the extent of not less than ten percent (10%) of the amount of the total bid price. Bid bonds or guaranty shall be submitted to CML in compliance with Ohio Revised Code Sections §153.52, §153.54, §153.57, §153.571 and all other applicable laws, rules, and regulations.

The bid bond shall assure CML of the adherence of the bidder to its bid and the execution of the Contract, if the bid is accepted.

Within five (5) days of the opening of bids, bid bonds will be returned to all but the three (3) lowest responsive bidders. Where all bids are rejected, bid bonds will be returned to all bidders.

If the Bidder whom the Contract is awarded refuses or neglects to execute the Contract, or fails to furnish the required security, within five (5) days after notice to the Contractor of the award, the amount of the deposit, or as much thereof as may be applicable to the amount of the award made to the Contractor, shall be forfeited, and shall be retained by CML. The Bidder shall also be liable for and agrees to pay CML on demand, the difference between the price bid by the awarded Contractor and the price for which such Contract shall be subsequently re-let, including the cost of such re-letting, if any, less the amount of the bid deposit. No plea of mistake in such accepted bid shall be available to the Bidder for the recovery of the deposit or as a defense to any action based upon such accepted bid.

WARRANTY

The Contractor shall warrant for a period of two (2) year after final acceptance of services, including any and all construction work, installations, additions, and modifications, and that such additions, modifications and equipment, and all component parts shall be free from defects in material and workmanship and shall operate in accordance with their intended uses and manufacturers published specifications, or better. The warranty period shall commence after the installation or work has been completed by the Contractor and accepted by CML.

CML will use its best efforts to notify the Contractor during the warranty period if any installation and/or component is not in good working order.

The Contractor shall repair or replace, at CML's sole option, any installation or parts not in good working order, at no additional cost to CML, within five (5) business days from oral or written notification by CML.

The Contractor shall provide and bear the cost of all labor and materials required to meet its obligations under this warranty.

COMPENSATION

Contractor shall provide a fixed, not to exceed price for each of the services listed on the price submission form which shall sum to the total bid price.

The fixed, not to exceed price for the services listed above shall be all inclusive, and shall include but shall not be limited to, labor, materials, supplies, warranty, capital equipment costs, statutory payroll taxes, workers compensation, social security, fringe benefits, overhead, insurance, bonds, transportation costs, shipping and freight costs, travel time, vehicles, tools, attendant expenses, consumable materials, general and administrative expenses and contractor profit. The fixed, not to exceed price submitted at the time of the bid shall be binding and shall not be subject to any additions, markups, percentage multipliers, or cost of living adjustments. The fixed, not to exceed price submitted at the time of the bid shall remain in effect for one (1) full calendar year from the date of submittal.

When submitting Bids for the Work to be performed, Bidders must:

1. Refer to the Base Bid Price Submission Form (Table 1).
2. Submit a schedule or estimated project duration for each branch.

RETAINAGE

CML will retain a portion of the compensation to the Contractor in accordance with the following retention schedule:

1. Ten percent (10%) of the first Fifty percent of gross compensation;
2. Five percent (5%) of Fifty-One (51%) through Seventy-Five (75%) of gross compensation.
3. Two and a Half Percent (2.5%) of seventy-six percent (76%) through one hundred percent (100%) of gross compensation.

CML will release the Contractor's retainage in accordance with the following retention release schedule:

1. Fifty Percent (50%) of the retainage amount will be released upon final written acceptance by CML.
2. Fifty Percent (50%) of the retainage amount will be released one hundred and eighty (180) days after the date of final acceptance.

PRE-BID CONFERENCE

A pre-bid conference will be held at the Whetstone Branch, 3909 N. High Street, Columbus, OH 43214 to permit any potential Bidder to inspect the branch, and to ask questions pertaining to the Project. Interested bidders will be asked to RSVP to procurement@columbuslibrary.org. Attendance is not **mandatory**, however, it is strongly encouraged. An edited and annotated summary of the pre-bid conference will be published in the form of an addendum to the solicitation and will be made available on the Doing Business with CML page of the Columbus Metropolitan Library website, www.columbuslibrary.org.

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 Attachment A *Bidder's Diversity & Inclusion Participation Form* to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal 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 REQUIREMENTS

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

All responses to this ITB shall be in the following prescribed format.

BID INSTRUCTIONS

Each Contractor must submit one (1) electronic response to CML via email to procurement@columbuslibrary.org. The 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 365 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 all requirements as described in this ITB. This information shall include:
 - I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.
 - II. The name, address and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understand 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, including demonstration of a quality control program.

3. Bidder's Qualifications

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

- A. 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 bid submission.

4. Description of Services and Staffing ("Staffing Plan")

- A. The Staffing Plan will outline who will do the Work, including all subcontractors.
- B. The number of employees employed by the Bidder's company.

5. Completed Bid Price Submission Form

Bid Submission Form #1 – Bid Price Submission Form without modification, alteration, or modification. Any qualifications, markings, or exceptions will not be considered and CML may not consider the bid submission.

6. Completed Acknowledgement of Addenda Form (Bid Submission form #2)

7. Invitation to Bid Cover Sheet

8. Attachment A- Bidders Diversity and Inclusion Participation Form

Bids must be received by the Procurement staff via email at procurement@columbuslibrary.org **no later than 12:00 PM on 3/24/2021.**

Any bid ("Bid") arriving after 12:00 PM will be marked late and will receive

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

Columbus Metropolitan Library
Attn: Wanda Dixon, Procurement Analyst
procurement@columbuslibrary.org

EVALUATION CRITERIA

1. Responsive Bids will be evaluated based on the Total Bid Price.
 - a. Responsive bidders are defined as a bidder that has submitted a bid that fully conforms in all material respects to the ITB, including all forms and substance

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. Submission of a Bid in response to this ITB is the Bidder's acknowledgement 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

Any questions regarding this ITB must be sent to procurement@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than 5:00 pm seven (7) 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. The Library will make every attempt to respond to questions in a timely manner. All questions received prior to seven (7) days of the bid due date will be answered in the form of an addendum no later than five (5) days prior to the bid due date.

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	March 3, 2021
Pre-bid Conference	Refer to Pre-Bid Conference Section
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	March 24, 2021 by 12:00 Noon
Selection of Successful Bidder	TBD

BID PRICE SUBMISSION FORM

Instructions:

The Contractor shall submit a fixed, not to exceed price for all items on the Bid Price Submission Form (Table 1). The fixed, not to exceed price for the services listed above shall be all inclusive, and shall include but shall not be limited to, labor, materials, supplies, capital equipment costs, statutory payroll taxes, workers compensation, social security, fringe benefits, overhead, insurance, bonds, transportation costs, shipping and freight costs, travel time, vehicles, tools, attendant expenses, consumable materials, general and administrative expenses and contractor profit. The fixed, not to exceed price submitted at the time of the bid shall be binding and shall not be subject to any additions, markups, percentage multipliers, or cost of living adjustments.

CML is a tax exempt entity.

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 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 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 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: 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 Purchasing Division 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 Manager of Purchasing 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 Manager of Purchasing. 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 Purchasing Division 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 infraction 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 Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division 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 be in compliance with the contract specifications.

**Attachment A
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 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.**

TABLE 1

BID PRICE SUBMISSION FORM

Exterior Masonry Repairs Whetstone Branch
ITB Number: CML 21-004

Bid Proposal sheet is located in a separate Excel file under the ITB link at the CML website.

**Bid Submission form #2
Acknowledgement of Addenda**

Project Description: *Exterior Masonry Repairs Whetstone Branch*

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

Part I: Check Box if Applicable:

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

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

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

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

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

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____