

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Barnett Branch Roof Replacement

(Prevailing Wage Will Apply Over 75K)

ITB #23-016

Issue Date: August 30, 2023

Issued by:

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

Deadline for Submittal:

September 21, 2023

No later than 12:00 NOON EST

Submissions due to: procurement@columbuslibrary.org



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) for **Barnett Branch Roof Replacement ITB 23-0016**.

Bids must be received at the Columbus Metropolitan Library, via email at procurement@columbuslibrary.org **no later than 12:00 Noon on 09/21/2023**. 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 as soon as possible 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		
Contact Person		
E-mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

OVERVIEW

Columbus Metropolitan Library (CML) is soliciting Bids for roof replacement at the Barnett Branch located at 3434 E. Livingston Ave, Columbus, OH 43227.

The library further intends to make a single award as a result of the ITB. CML may consider multiple awards if it is determined to be in the best interests of the Library.

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 (“Work”).

Prevailing Wage: If the 75k threshold is reached, this Project will be subject to the prevailing wage requirements stipulated by Chapter 4115 Wages and Hours on Public Works of the Ohio Revised Code.

1. Pay prevailing wages in accordance with Ohio Prevailing Wage Law.
2. The Contractor shall submit weekly certified payroll reports to the Authority’s Prevailing Wage Coordinator.
3. Provide all employees with wage notification forms and submit executed copies to the Authority’s Prevailing Wage Coordinator.
4. Otherwise, strictly comply with Ohio’s Prevailing Wage Law.

SCOPE OF WORK

The Bidder is responsible for all requirements as provided in this ITB and attached Project documents.

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.

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.

The Contractor shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions where services are being provided. Applicable safety regulations in applicable jurisdictions shall be followed at all times.

PRE-BID CONFERENCE

A pre-Bid conference will be held at the Barnett Branch at 3434 E. Livingston Ave, Columbus, OH on September 7, 2023 at the Barnett Branch at 9:00am to discuss the requirements of this ITB and answer any questions. Interested Bidders will be asked to RSVP to procurement@columbuslibrary.org. An edited and annotated summary of the pre-Bid conference will be published in the form of an addendum to the solicitation and will be available on the Doing Business with CML page of the Columbus Metropolitan Library website, <https://www.columbuslibrary.org/doing-business/>

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 Bid or 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 Format and Content

Each Bidder must submit a response electronically to procurement@columbuslibrary.org. It shall include all the required documents.

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 prices will be valid through December 31, 2023.
- 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.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understands all requirements of the ITB.

2. Project Overview ("Work Plan")

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

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. Invitation to Bid Cover Sheet

6. Appendix B - Completed Bid Price Submission Form

7. Appendix C – Bidder’s Diversity and Inclusion Participation Form
8. Appendix D - Completed Acknowledgement of Addenda Form

Bids must be received by the Procurement staff via email at procurement@columbuslibrary.org **no later than 12:00 PM on September 21, 2023**

EVALUATION CRITERIA

1. Responsive Bids will be evaluated based on the lowest Total Bid Price and the Contractor’s ability to perform the Work.
2. In the event of a tie, Bidders will be invited to submit a best and final offer with the lowest final offer receiving selection for this work provided that they are able to fulfill CML’s order.

BID PRICE SUBMISSION FORM

Instructions:

- A. The Bidder shall submit a fixed price, broken down by category of work based on the Construction Specification Institute’s Divisions of Construction, which shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.
- B. CML does not guarantee a fixed or minimum quantity of work. CML will compensate the Contractor only for services rendered and materials delivered and approved by the CML Authorized Representative.
- C. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
- D. All prices shall remain fixed through December 31, 2023.

CML is a tax-exempt entity.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Website: www.columbuslibrary.org/about/doing-business and will be emailed to vendors, if vendor email addresses are available. 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 made to the responsible Bidder determined to be the most advantageous to the Library.

QUESTIONS

Any questions regarding this ITB must be sent to procurement@columbuslibrary.org and title of the ITB and the ITB # 23-016.

Answers to all questions will be documented and posted on the "Doing Business with Us" 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.

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	August 30, 2023
Pre-Bid Meeting	September 7, 2023
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	September 21, 2023
Selection of Successful Bidder	TBA

SCOPE OF WORK

I. Introduction

A. The project consists of all labor, materials and services necessary for the proper roof system replacement of the Barnett Branch of the Columbus Metropolitan Library (“the Library”) located at 3434 E. Livingston Ave, Columbus, OH 43227.

II. Definitions

A. “Agreement” means this Agreement, including any additional documentation, modifications, or other supporting documentation.

B. “CFO” means Chief Financial Officer of the Columbus Metropolitan Library.

C. “Contractor” means the party providing the Services pursuant to this Agreement.

D. “CML” or “The Library” means the Columbus Metropolitan Library, with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.

E. “CML Authorized Representative” means the CML Director of Property Management, or Designee.

F. “CML Facility” means any CML branch, distribution center, or other location owned, leased or operated by CML.

G. “Materials” means the Materials being provided pursuant to this Agreement.

H. “Services” means the Services being provided pursuant to this Agreement.

III. Scope Outline

The project consists of all labor, materials and services necessary for the proper roof replacement of the Barnett Branch of the Columbus Metropolitan Library (“the Library”) located at 3434 East Livingston Avenue, Columbus, OH 43227.

The Branch has three (3) sections of pitched shingled roofs to be replaced with like shingles.

Refer to Appendix A for area of work.

All decking and flashing to be replaced as necessary.

All new pre-finished drip edge, ice and water shield and underlayment to be included and installed.

All roofs are to be mechanically fastened and guaranteed with a 40-year warranty.

This project is NOT expected to be subject to prevailing wages per Chapter 4115 of the Ohio Revised Code. However, Per Chapter 4115 of the Ohio Revised Code, If the bid price is above \$75,000, labor rates quoted need to be prevailing wages.

Specifications:

1. Bidder shall verify roof construction and square footage. *Approximate combined square footage is 7,640 sft.*
2. All components to be bid as single system from same manufacturer.
3. Shingle basis of design specification: GAF Timberline HDZ in Charcoal.
 - a. Acceptable alternate: Owens Corning TruDefinition Duration in Onyx Black.
4. Pre-finished drip edge color to be black.
5. Sample must be supplied for Manufacturer's styles and color selection.
6. Alternates will be considered but are subject to owner's review and approval.
7. Any unforeseen damage to the deck or insulation under roof will be reported by the contractor. Replacement of damaged roof deck or insulation shall be quoted as change order.
8. Fastening specifications will be followed by the manufacturer's specifications.
9. All copping and gutter areas will be secured after completion. (Gutter cleaned out and downspouts protected or secured for foreign objects).
10. All existing landscaping, ground covering, windows, air conditioning units and other building structures shall be protected by contractor.
11. All penetrations, vents, flashing are to be properly secured and sealed by contractor.
12. All counter or copping joints are to be properly sealed with an approved caulking.
13. A thorough water test shall be performed after complete installation and prior to final completion signoff. Any leaks detected shall be remedied prior to final Library signoff.
14. An inspection will be completed before the final payment is processed. It is the responsibility of the Contractor to respond to this inspection in a timely manner.

Conditions:

- The Library shall remain open throughout the duration of the work. As such, all precautions are to be taken to ensure total safety for the Library's customers and staff. Barriers, cones and other safety devices are to be in use at all times during the work.
- As the Library is to remain open, Bidder shall take all precautions to prevent leaks at all times during the work.
- All work is to be coordinated by and through the Library's Project Manager. No work is to be scheduled or performed that is not approved by the Library.
- Demolition, removal and disposal of all waste material is the responsibility of the contractor. Placement of on-site dumpster to be coordinated and approved by the Library prior to start of work.
- Contractor shall provide 2-year warranty on all workmanship from date of project.
- Manufacture NDL warranty for 40 years.
- All Punch list items will be completed within two weeks from the completion date.

- Any property damage shall be reported and repaired prior to final completion signoff.

Hours open to Public:

Monday – Thursday	9:00 am - 8:00 pm
Friday – Saturday	9:00 am - 6:00 pm
Sunday	1:00 pm – 5:00 pm

IV. General Terms and Conditions

- A. The Contractor shall be responsible for repairing any damage to a CML Facility caused by acts of the Contractor. The Contractor shall immediately notify the CML Authorized Representative of any damage and coordinate any repairs with the CML Authorized Representative within seven (7) days of the incident, without exception.
- B. The Contractor shall follow all site-specific directions offered by the CML Authorized Representative.
- C. Outside of the posted hours of operation of each CML facility, the only people permitted inside CML facilities are CML employees designated by the CML Authorized Representative and the Contractor. Under no circumstances can the Contractor permit access to any other person, other than people specifically designated by the CML Authorized Representative.
- D. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.
- E. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide deliverables and services have caused or are likely to cause impairment to the operation CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by CML in this regard shall be final and shall not be arbitrary or capricious.

- V. Bidder Qualifications
 - A. At the time of the bid submission, the Bidder shall have a minimum of three (3) years of experience in providing the Materials and Services described herein and shall be currently providing these services.
 - B. The Bidder shall be able to produce three (3) current references for similar projects upon request.
 - C. Experience as an employee, subcontractor, director, or principal of another organization that is not currently submitting a bid will not be accepted to meet the three (3) years of experience.
- VI. Quality Control Services
 - A. The Contractor shall have a documented quality control program which shall be subject to inspection by CML.
 - B. The Contractor shall produce results from its Quality Control program to the CML Authorized Representative within forty-eight (48) hours of request.
- VII. Compensation
 - A. The Contractor shall submit a fixed price for each work item, which shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.
 - B. CML does not guarantee a fixed or minimum quantity of work. CML will compensate the Contractor only for services rendered and materials delivered and approved by the CML Authorized Representative.
 - C. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
 - D. All prices shall remain fixed through December 31, 2023.
- VIII. Term
 - 1. This agreement shall commence upon the signature date of this Agreement and shall conclude when all services are completed, or one (1) calendar year from the signature date, whichever is sooner.

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.

Delivery

F.O. B. The Place of Destination: [Not required]

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.

Appendix A
Barnett Branch Roof Replacement
ITB Number: CML #23-016
Roof Plan

The Roof Plan is posted on: <https://www.columbuslibrary.org/doing-business/>.

Appendix B
Barnett Branch Roof Replacement
ITB Number: CML #23-016
Bid Price Submission Form

The project is to provide all labor, materials and services necessary for the proper roof system replacement of the Barnett Branch of the Columbus Metropolitan Library.

Location:

Barnett Branch,
3434 E. Livingston Ave, Columbus, OH 43227.

The Total cost proposed is _____ \$ _____ inclusive of all materials, labor, shipping, delivery fee, and any other fee.

Signed By: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

**Appendix C
Barnett Branch Roof Replacement
ITB Number: CML #23-016
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 Bid 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.**

Appendix D
Barnett Branch Roof Replacement
ITB Number: CML #23-016
Acknowledgement of Addenda

Project Description: **Barnett Branch Roof Replacement**

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: _____