

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Festival Event Rental and Services

Issue Date: December 8, 2023

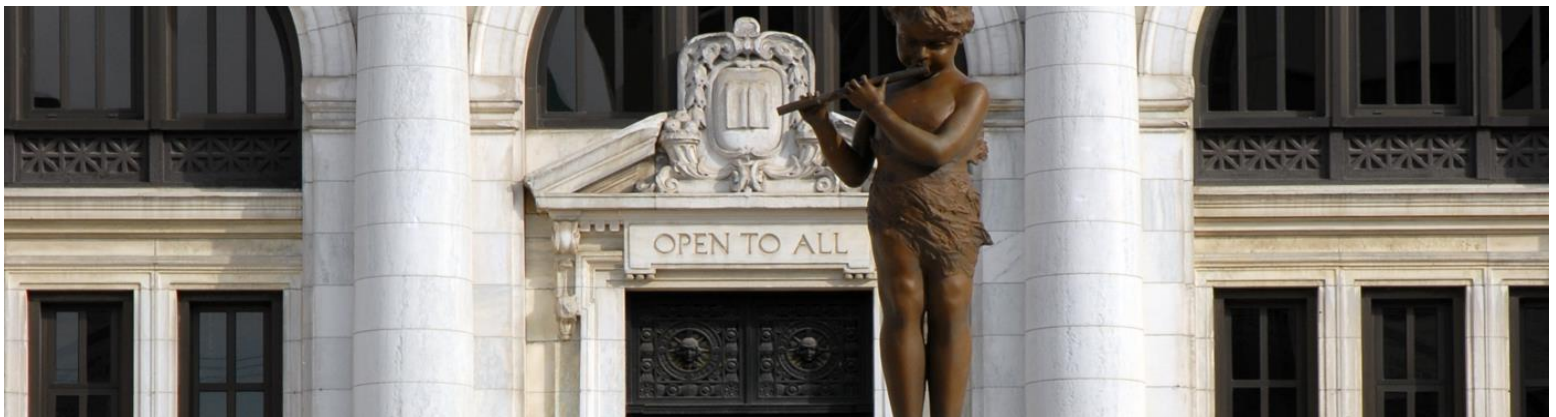
ITB Number: CML #23-027

Issued by

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

Deadline for Submittal

January 12, 2024
No later than 12:00 PM (Noon) EST



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for a festival event rental vendor for its indoor/outdoor Columbus Book Festival, July 13-14, 2024 (“Project”). The ITB Identification Number is **CML #23-027**.

Bids must be received no later than **12:00 PM (Noon) on January 12, 2024**. Any Bid (“Bid”) arriving after 12 p.m. will be considered late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted in writing no later than 5:00 p.m. seven (7) days prior to the Bid due date to procurement@columbuslibrary.org.

The Bidder (“Bidder”) declares to have read, understood and affirms, by its signature below, 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 or services at the prices proposed.

The Bidder certifies, by signature affixed to this “Invitation to Bid Cover Sheet,” that the information provided in response to this 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		
Contact Person		
E-Mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID

PROJECT OVERVIEW

The Columbus Metropolitan Library is seeking bids (“Bids”) for festival event rental and services vendor for the Columbus Book Festival, July 13-14, 2024.

This project (“Project”) is to provide event rental inventory such as tents, tables, chairs, etc., in addition to labor/services for set up and tear down.

The initial term of the Contract will be for three (3) years, with two (2), 1-year options to renew by mutual written agreement.

BACKGROUND

Columbus Metropolitan Library is hosting a two-day book festival. The indoor/outdoor event will feature adult and children’s programs, music, food and fun for the whole family – free and open to all.

Main Library and Topiary Park will be the setting for entertainment, food vendors, exhibitors and new and used book sales. Author talks, panel discussions and book signing opportunities by national, regional and local authors will be a highlight of the weekend.

GENERAL INSTRUCTIONS

The Bidder 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 for the duration of the agreement.

Event:

Columbus Book Festival
July 13-14, 2024

Locations:

Main Library
96 S. Grant Ave.
Columbus, OH 43215

Topiary Park
480 E. Town Street
Columbus, OH 43215

SET UP:

WED 7/10/2023: 8 AM - 6 PM	Outdoor Tent Installation
THURS 7/11/2023: 8 AM - 6 PM	Outdoor Tent and signage installation; Table/chair set up
FRI 7/12/2023: 8 AM - 4 PM	Outdoor Tent Installation
FRI 7/12/2023: 12 - 4 PM	Exhibitor Load-in; modify/finalize installation
SAT 7/13/2023: 6 AM - 10 AM	Exhibitor Load-in; modify/finalize installation

Hours of EVENT:

FRI 7/12/2023: 5 - 7 PM	Festival Preview Party
SAT 7/13/2023: 10 AM - 6 PM	Columbus Book Festival
SUN 7/14/2023: 10 AM - 5 PM	Columbus Book Festival

Hours of TEAR DOWN:

SUN 7/14/2023: 5 PM - 10 PM	Exhibitor Load-out and Rental tear down
MON 7/15/2023: 8 AM - 6 PM	Outdoor Rental strike
TUES 7/16/2023: 8 AM - 6 PM	Outdoor Rental strike
WED 7/17/2023: 8 AM - Noon	Outdoor Rental strike

Approximate Event Rental Inventory Needs

Quantities stated are “good faith” approximate estimates based on projected usage. The library will not be penalized for ordering more or less than the stated quantities. The quantities stated will be used for contract award purposes only.

AUTHOR STAGES (QTY 2)	QTY	BIG BOOK SALE (QTY 1)	QTY
40x40 Clear Span Tent	2	30x60 High Peak Frame Tent	1
T-Span 20 Solid Wall	4	10x20 High Peak Frame Tent	1
T-Span 20 Gable End Wall	4	55 Gallon Water Barrel	5
40x40 Clear Span Uplighting Kit	2	8' Banquet Table	44
12x20 Stage	2	White Linen (90"x132")	44
12" BilJax Leg	48	White Folding Chair	10
15" Stage Skirt (Black)	12	9x15 Solid Wall	11
2x4 BilJax Stage Deck	4	9x20 Solid Wall	2
Ground Level BilJax Base Pad	16	10' Tent Poles (Banner poles)	4
8" Stage Skirt (Black)	4	Set Up/Tear Down Labor	
White Folding Chair	250		
30" High Top Table	4	MUSIC STAGES (QTY 2)	QTY
30" White Round Fitted Table Cover	4	10x20 High Peak Frame Tent	2
High chair/stool w/ Back	8	8x12 Platform Stage	2
Fire Extinguisher	8	8" Stage Skirt (Black)	6
Exit Sign (Vinyl)	4	Set Up/Tear Down Labor	
10' Tent Poles (Banner poles)	4		
Set Up/Tear Down Labor		EXHIBITOR TENTS (QTY 100)	QTY
		10x10 High Peak Frame Tent	85
INDIE AUTHOR ALLEY (QTY 1)	QTY	10x20 High Peak Frame Tent	15
60x100 Clear Span Tent	1	8x10 Solid Wall (Stationary)	400
T-Span 30 Gable End Wall	4	6' Banquet Table	200
T-Span 20 Window Wall	10	White Linen (90"x132")	8
LED High Bay Light	8	White Folding Chair	200
25' Extension Cord	8	Set Up/Tear Down Labor	

3'x4' UltraDeck Tent Floor (Black)	500		
6' Banquet Table	85	FOOD COURT	QTY
White Linen (90"x132")	85	30" High Top Table	20
White Folding Chair	170	30" White Round Fitted Table Cover	45
Fire Extinguisher	4	White Folding Chair	20
Exit Sign (Vinyl)	4	6' White Picket Fencing	4
10' Tent Poles (Banner poles)	4	Set Up/Tear Down Labor	
Generator (Honda EU7000iS)	1		
Device Charging Stations	2	FESTIVAL BOOKSTORE (INDOOR)	QTY
Set Up/Tear Down Labor		White Linen (90"x132")	32
		8' Banquet Table	32
MISC	QTY	Set Up/Tear Down Labor	
Cable Protector (2-Channel) 50	50		
Additional Truck	1		
Delivery			

PRE-BID MEETING

A pre-bid meeting will be held virtually on **December 18 at 11:00 am** 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 Us” page of the Columbus Metropolitan Library website at <https://www.columbuslibrary.org/doing-business/>.

DIVERSITY

Columbus Metropolitan Library serves a diverse customer base and prefers service providers whose staff are representative of the diverse populations in the Central Ohio region. Certified Minority Business Enterprises (MBE), Woman Business Enterprises (WBE) and/or Disadvantaged Business Enterprises (DBE) are encouraged to respond to this solicitation. All potential vendors are encouraged to propose project teams comprised of diverse professional staff.

A completed Bidder’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Bid. Please complete Appendix C Bidder’s Diversity & Inclusion Participation Form or denote the 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. Bidders are cautioned to carefully review all parts of the ITB. No allowance may be made for any error or negligence of the Bidder.
2. Bids are to be prepared in such a way as to provide a straightforward, concise description of the Bidder’s capabilities to satisfy the requirements of this ITB and provide sufficient

information to fully establish the Bidder’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. The Bidder should minimize extraneous marketing materials.
4. Costs for developing the Bid are entirely the responsibility of the Bidder and shall not be chargeable to the Library.
5. The Bidder must address all of the requirements listed in the ITB.
6. All Bids must be emailed to procurement@columbuslibrary.org , with the Identification Number **CML #23-027**, title, and Bidder’s name in the subject line of the email and the file names.

BID SUBMITTAL

Each Bidder must submit a completed Bid Price Form (See Appendix A) as part of its Bid package.

Bid must be clearly labeled “**CML #23-027 Festival Event Rental and Services**”

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	December 8, 2023
Pre-Bid Meeting	December 18, 2023 @ 11:00 am
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	January 12, 2024
Selection of Successful Bidder	TBA

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

BID FORMAT AND INSTRUCTIONS:

Bids will be accepted until the time indicated in the ITB. Times referenced herein are Eastern Standard Time. The Library is not responsible for any late mail or late special service deliveries.

The award shall be made to the responsive and responsible Bidder with the lowest Bid price.

BID REQUIREMENTS:

To facilitate comparison of Bids, responses 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. Identification of all the material enclosures submitted in response to this ITB.
 - iii. 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 Bidder's Work Plan. The Work Plan must address exactly how the Bidder will provide all required services specified in this ITB.
- c. Statement of the Bidder's particular abilities and qualifications to include, but not limited to:
 - i. Brief history of the company.
 - ii. Describe the core competencies, including the rationale as to why the Bidder should be selected for this project.
 - iii. The number of years the Bidder has been in business.
 - iv. Primary corporate location's address.
 - v. The geographical area of operations and professional affiliations.
 - vi. Overview of the ownership structure of the company.
 - vii. All alliances and/or strategic partnerships with other companies.
 - viii. Size and composition of the organization.
 - ix. Number of current customers.
- d. A description of the Bidder's staffing plan for the CML 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 the role assigned for each location.
- 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 Bidder 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 Bidder's response.
- g. References - The Bidder shall provide at least three (3) references for engagements within three (3) years of the Bid submission date that are substantially similar to the scope of work outlined herein.
- 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 Bidder must include a completed W-9 Form.

- j. The Bidder 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 list of all assumptions and exceptions to the specifications outlined in the ITB.

BID PRICE REQUIREMENTS:

The Bid shall contain all price information in the format specified in the scope of services.

Prices offered shall be all-inclusive.

CML is a tax-exempt entity.

OTHER BID REQUIREMENTS:

- 1. Completed Bidder’s Diversity & Inclusion Participation Form – Appendix B
- 2. Bidders are required to acknowledge the receipt of all ITB addenda by using the supplied Acknowledgement of Addenda Form – Appendix C. Addenda to this ITB will be posted on the Columbus Metropolitan Library website: 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 all issued addenda.

ITB & BID QUESTIONS

All questions regarding this ITB must be sent to procurement@columbuslibrary.org and must reference the ITB Identification Number and title of the ITB no later than **5:00 p.m. seven (7) days prior to the 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 Us” page of the Library’s website at www.columbuslibrary.org/about/doing-business.

CONTRACT AWARD

The Library is not, by virtue of issuing this ITB, obligated to enter into a Contract and reserves the right to not issue a Contract as a result of this solicitation.

CML will enter into negotiations with the responsive and responsible Bidder that submits the lowest Bid Price. The selected Bidder will be invited to negotiate a contract with CML. The contents of the selected Bid, together with the ITB and any formal questions and answers generated during the Bid process, will be incorporated with and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within thirty (30) days, CML reserves the right to terminate negotiations and select the Bidder whose Bid is determined to be the next most advantageous to CML.

All Bidder’s that respond will receive notification if they have been selected or not.

Columbus Metropolitan Library 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 part of Franklin County Government and has a 501 nonprofit status.

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 \$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 <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
Festival Event Rental and Services: CML #23-027
Bid Price Form

Supply a company generated price sheet with unit costs, subtotals, labor and delivery, and total costs for the specified items and services.

QTY	AUTHOR STAGES (QTY 2)	Unit Cost	Total
2	40x40 Clear Span Tent		
4	T-Span 20 Solid Wall		
4	T-Span 20 Gable End Wall		
2	40x40 Clear Span Uplighting Kit		
2	12x20 Stage		
48	12" BilJax Leg		
12	15" Stage Skirt (Black)		
4	2x4 BilJax Stage Deck		
16	Ground Level BilJax Base Pad		
4	8" Stage Skirt (Black)		
250	White Folding Chair		
4	30" High Top Table		
4	30" White Round Fitted Table Cover		
8	High chair/stool w/ Back		
8	Fire Extinguisher		
4	Exit Sign (Vinyl)		
4	10' Tent Poles (Banner poles)		
	Set Up/Tear Down Labor		
Author Stages Subtotal			

QTY	INDIE AUTHOR ALLEY (QTY 1)	Unit Cost	Total
1	60x100 Clear Span Tent		
4	T-Span 30 Gable End Wall		
10	T-Span 20 Window Wall		
8	LED High Bay Light		
8	25' Extension Cord		
500	3'x4' UltraDeck Tent Floor (Black)		
85	6' Banquet Table		
85	White Linen (90"x132")		
170	White Folding Chair		
4	Fire Extinguisher		
4	Exit Sign (Vinyl)		
4	10' Tent Poles (Banner poles)		
1	Generator (Honda EU7000iS) 1		
2	Device Charging Stations 2		
	Set Up/Tear Down Labor		
Indie Author Alley Subtotal			

QTY	BIG BOOK SALE (QTY 1)	Unit Cost	Total
1	30x60 High Peak Frame Tent		
1	10x20 High Peak Frame Tent		
5	55 Gallon Water Barrel		
44	8' Banquet Table		
44	White Linen (90"x132")		
10	White Folding Chair		
11	9x15 Solid Wall		
2	9x20 Solid Wall		
4	10' Tent Poles (Banner poles)		
	Set Up/Tear Down Labor		
Big Book Sale Subtotal			

QTY	MUSIC STAGES (QTY 2)	Unit Cost	Total
2	10x20 High Peak Frame Tent		
2	8x12 Platform Stage		
6	8" Stage Skirt (Black)		
	Set Up/Tear Down Labor		
Music Stages Subtotal			

QTY	EXHIBITOR TENTS (QTY ~100)	Unit Cost	Total
85	10x10 High Peak Frame Tent		
15	10x20 High Peak Frame Tent		
400	8x10 Solid Wall (Stationary)		
200	6' Banquet Table		
8	White Linen (90"x132")		
200	White Folding Chair		
	Set Up/Tear Down Labor		
Exhibitor Tents Subtotal			

QTY	FOOD COURT	Unit Cost	Total
20	30" High Top Table		
45	30" White Round Fitted Table Cover		
20	White Folding Chair		
4	6' White Picket Fencing		
	Set Up/Tear Down Labor		
Food Court Subtotal			

QTY	FESTIVAL BOOKSTORE (Indoor)	Unit Cost	Total
32	White Linen (90"x132")		
32	8' Banquet Table		
	Set Up/Tear Down Labor		
Festival Bookstore Subtotal			

QTY	MISC	Unit Cost	Total
50	Cable Protector (2-Channel) 50		
1	Additional Truck		
	Delivery Fee		
Misc Subtotal			
Subtotal Rental Items			
Subtotal Labor & Delivery			

Grand Total
<p>Year 2 increase – as a percentage of Year 1 Total Costs:</p> <p>Year 3 increase – as a percentage of Year 2 Total Costs:</p>

Signed By: _____ Date: _____

Printed Name: _____ Title: _____

Company Name: _____

Appendix B
Festival Event Rental and Services: CML #23-027
Bidder's Diversity & Inclusion Participation Form

The Supplier Diversity Form can be found as a separate document located under the link to this ITB on the library's *Doing Business with the Us* web page, <https://www.columbuslibrary.org/doing-business/>.

Appendix C
Festival Event Rental and Services: CML #23-027
Acknowledgement of Addenda

Project Description: Festival Event Rental and Services

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: _____