

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Automatic External Defibrillators (AED)

Issue Date: February 22, 2024

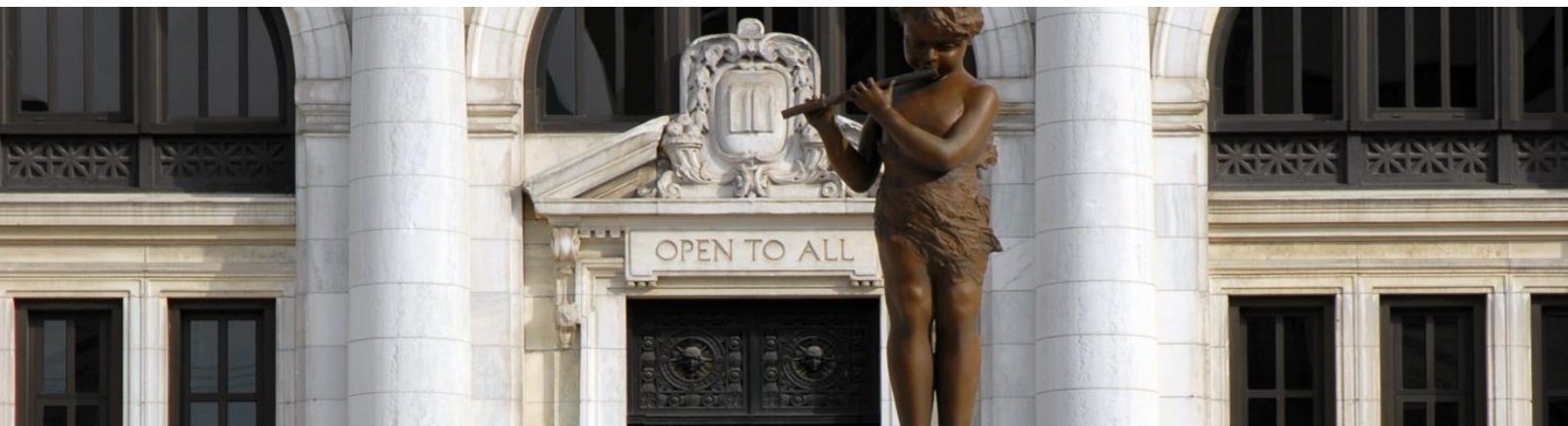
RFP Number: CML # 24-004

Issued by:

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

Deadline for Submittal:

March 14, 2024
No later than 12:00 Noon



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) to purchase or lease *Automatic External Defibrillators and Service Agreement*. The RFP Identification Number is **CML #24-004**.

Proposals 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 - 03/14/2024**. Any Proposal (“Proposal”) arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m., seven (7) days prior to the proposal due date to procurement@columbuslibrary.org. All questions will be answered via an addendum and posted on the CML website.

The Proposer (“Proposer”) declares to have read, understood and agrees to be bound by all the instructions, terms, conditions and specifications of this RFP and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

The Proposer certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by it in response to the RFP, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Proposal (Please print or type)		Title
Proposer Name		
Mailing Address		
City	State	ZIP
Telephone		
Contact Person		
E-mail Address		
Authorized Signature (Original signature or DocuSign accepted)		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL.

OVERVIEW

The Columbus Metropolitan Library is seeking Proposals from qualified vendors to purchase or lease thirty-five (35) FDA approved AED units (Zoll 3 Automatic or comparable), Service Agreement, and accessories.

It is the Library's intention to obtain materials and service from a single vendor.

SCOPE OF WORK

The scope of work describes the deliverables being sought through this RFP. The Scope of Work is intended to provide interested parties with sufficient basic information to submit a proposal. It is not intended to limit a proposal's content or exclude any relevant or essential information.

Product Specifications: All offerors responding must provide detailed device specifications demonstrating their ability to meet or exceed the listed criteria or provide a justification as to why alternative specifications should be considered.

Defibrillator

1. Machine must be semi-automatic.
2. Waveform must be biphasic truncated exponential or biphasic rectilinear and be impedance compensated.
3. The energy level must be at least 120 joules and escalate to at least 150 joules on second shock; and maintain at least 150 joules throughout resuscitation.
4. The charge time shall be no greater than 10 seconds.
5. The shock-to-shock cycle time shall be no greater than 20 seconds (includes analysis and charge time).
6. There must be complete audio and visual prompts to guide the user in step-by-step operation, from start through the end of the resuscitation.
7. All rhythm analysis should be initiated without the need to utilize the "analyze" button.
8. Device must be designed and work equally well on both adult and pediatric application.
9. The device must be on the [FDA-Approved AED](#) list.
10. Device must meet Emergency Cardiovascular Care Guidelines published by the American Heart Association Committee on Emergency Cardiovascular Care.

Physical Specifications

1. The machine shall have easy-carrying capability, preferably a logically placed handle built into the unit or case containing the AED unit.
2. The machine shall weigh no more than 7 pounds, including the battery.
3. The machine shall be rated at IP55 (IP Code) for water and dust resistance, and at 1 meter for drop testing.

Self-Test

1. The machine shall perform a self-test no less than once every 24 hours.
2. When in standby mode, the machine shall have an indicator that demonstrates that the machine performed a self-test within the last 24 hours. The indicator must be always readily visible.

Battery

1. The battery must be non-rechargeable lithium based.
2. The battery must have a shelf-life of at least 2 years from manufacture. Manufacture date must be clearly marked on the battery. Shelf-life means that the battery “waiting” for in-service time, but not yet inserted into the AED.
3. The battery must have a standby life of at least 3 years. Stand by life means that the battery inserted into AED and only used or self-tests and user tests.
4. The battery must have an operating life of at least 6 hours or 140 shocks. Operating life means that the AED is in active patient monitor/defibrillator mode.
5. The battery will perform a self-test each time it is inserted in the defibrillator.
6. The unit shall display a visual indicator to indicate that the battery has an adequate supply of energy or that it is low.

Electrodes

1. The manufacturer’s electrodes (“pads”) shall be capable of monitoring and defibrillating.
2. There must be separate electrode sets provided for adult and pediatric (adult means 55kg or larger, pediatric means 25kg up to 55kg)
3. The electrodes shall use a conductive adhesive gel.

4. The electrodes shall have a shelf life of at least 2 years, and expiration dates must be clearly marked on the package.

Cases

1. Each case must include a carrying handle, if not built into the unit as well as the capacity to hold all parts and accessories required in the use of the AED or the device must be a single all-encompassing unit, with handle, containing all parts and accessories required for the use of the AED

AED Wall Mount Storage Cabinet

1. A wall mounted storage cabinet, including all signage that indicates the location of the AED for each AED unit

Training Device

1. Supply a matching trainer / simulated AED which is a close look-alike and operates exactly like the real AED.
2. Trainer / simulated AED must have both audio and visual prompts, just like the real AED
3. Trainer / simulated AED must operate on DC power, preferably commercially available (Duracell, Energizer, etc).
4. Trainer / simulated AED must come equipped with one set of batteries, and at least 1 set of adult training pads, and 1 set of pediatric training pads.

Product Training: Provide product documentation, manuals, and specifications must be provided at no additional cost.

Web/Video Training: Contractor must provide online or multimedia training at no additional cost.

Optional On-site training.

Customer Service: 24/7 Call support. Technical support for all items offered must be available at all times and be provided for a period of no less than 3 years after purchase and acceptance.

Guarantee of Equipment: Contractors shall guarantee that the equipment offered is standard new equipment and that no attachment or part has been substituted. Products furnished will be guaranteed against any defect due to faulty material and/or workmanship. Products must meet all federal, state and local standards for quality and safety requirements and must be FDA approved. Contractor shall immediately notify CML of AED recalls and provide product replacements.

Software and Hardware Updates: Contractor must provide and facilitate updates required for each AED unit to maintain full functionality over the unit's anticipated life and the methodology for performing or accessing the updates.

Warranties and Extended Warranties: All offerors must include a basic warranty for their products for no less than one year at no additional cost. Warranties must guarantee the safe and effective operation of the devices for the duration of the warranty and the cost for repair or replacements under warranty must be covered by the offeror. Each Offeror must include a complete description of the coverage provided under the basic warranty.

Service Plan: Offerors will propose a service agreement to provide maintenance and repair on their proposed devices whether purchased or leased. Offerors Service Agreement should include, but not limited to the following services.

- Semi-annual physical inspection of AED's
- Battery replacement program
- Data tracking of serial numbers, expiration dates, etc.
- Additional software enhancements and/or updates
- Hardware updates
- Assurance of compliance of the AED unit with local, state and federal regulations

All work performed under a Service Agreement must meet the specific requirements for that device.

Offerors may submit additional information on any additional types of service agreements they may offer (i.e. standard service agreement or premier service agreement.)

GENERAL INSTRUCTIONS

This project ("Project") is to provide specific hardware to the Columbus Metropolitan Library. The Contractor shall comply with the specifications and attachments in the proposal documents.

The Proposer shall examine attachments prior to submitting a Proposal. The submission of a Proposal shall be evidence that this requirement has been met.

The Contractor shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions.

DIVERSITY

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE 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 Proposer's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix B. *Supplier Diversity Form*, to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Request for Proposal, the Contractor acknowledges that it complies with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Contractor 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 Contractor 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 Contractor 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 complies with such requirements.

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Proposer's ability to perform all the actions, activities and functions described in this RFP.

3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Proposal are entirely the responsibility of the Proposer and shall not be chargeable to the Library.
5. The Proposer must address all the requirements listed in the Request for Proposal. All Proposals must be emailed to procurement@columbuslibrary.org , with the Proposal Identification Number **CML #24-004**, title, and Proposer's name in the subject line of the email and the file names.

PROPOSAL SUBMITTAL

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal in separate files.

Each Technical Proposal package must be clearly marked "**CML #24-004 Automatic External Defibrillators**

Each Cost Proposal package must be clearly marked "**CML #24-004 Automatic External Defibrillators**".

IMPORTANT: Technical Proposals must not contain cost or pricing information.

Proposal Format and Content

To facilitate the comparison of Proposals, Technical Proposals shall be organized into the following marked or tabbed sections:

Proposal responses must be organized and submitted per the instructions in this section.

Proposals must include a table of contents listing all sections.

Responses shall be organized into the following marked or tabbed sections.

1. Cover Letter

A cover letter, on the Proposer'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 Proposer legally to the extent of work and financial obligation outlined in its Proposal.
- B. A statement that the prices will be valid through the term of the contract.
- C. A summary of the submitted Proposal and a brief statement of the Proposer's qualifications to meet all requirements as described in this RFP.
- D. A statement that the Proposer agrees to and accepts all terms and conditions contained herein.
- E. A statement that the Proposer understands all requirements of the RFP.

2. Project Overview ("Work Plan")

The Work Plan should include a detailed description of how the Proposer will deliver on every aspect of the Project, including a demonstration of a quality control program. Please include information regarding the team that will be working on this project along with qualifications.

3. Proposer's Qualifications

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

- A. Statement of Affirmation regarding the Bidder's ability to perform the Work.
- B. Completed Bid Price Submission Form (Appendix A)
- C. Supplier Diversity Form (Appendix B)
- D. Completed Acknowledgement of Addenda Form (Appendix C)
- E. Request for Proposal Cover Sheet
- F. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the RFP submission.
- G. Executive-level summary of the proposed solution(s).

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

A description of the Proposer's staffing plan for the CML project, which shall include but shall not be limited to:

1. The name of each team member assigned to this project and the role assigned for each location.
2. A brief resume of experience, certifications, skills and abilities of each team member.
3. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
 - a. Lawsuits, judgments, liens, bankruptcies, or claims made against the Offerors within five (5) years of the proposal due date.
 - b. 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 proposal due date.
4. Subcontractor planning to be used.
5. Include any other information documentation believed to be pertinent but not specifically mentioned in this RFP that may be useful and applicable to this project.
6. The Offeror must include a completed W-9 Form.
7. The Offeror 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 be indicated on the COI.
8. A list of all assumptions and exceptions to the specifications outlined in the RFP.
9. Completed Acknowledgement of Addenda Form – Appendix D

COST PROPOSAL

- A. The Contractor may submit a fixed unit price for each 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 through the term of the Agreement.**

ADDITIONAL INFORMATION

1. Addenda to this RFP 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. Proposers 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 detailed costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to the terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. CML is a tax-exempt entity.
5. Submission of a Proposal in response to this RFP is the Proposer's acknowledgment that subjective criteria may be used in the evaluation of Proposals. The 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.

QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. seven (7) days before the proposal due date. CML will post written responses to all properly received questions no later than five (5) days before the proposal 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.

SELECTION PROCESS

1. CML will form an evaluation committee to review and evaluate proposals. The following criteria weights will be assigned:
 - a. Total cost – 300 Points
 - b. Compatibility with existing infrastructure – 200 Points
 - c. Proposers experience on projects of similar scope – 250 Points
 - d. Previous Experience working on CML projects or input from references - 250 Points.

e. Total Allowable Points - 1,000 points

2. CML may invite any or all Proposers to present an oral presentation on the specifics of their technical and/or price submission. Proposers will be provided with sufficient notice to prepare.
3. Members of the CML evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations. The final score will be collected and recorded by the CML procurement staff.

I. Evaluation of Quality of Proposer’s Proposal:

a. Members of the CML evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will apply the scoring formula outlined below:

Zero (0)	Unsatisfactory	Does not conform to CML requirements.
One (1)	Poor	Conforms to CML requirements in a limited manner
Two (2)	Satisfactory	Generally meets CML requirements with limitations.
Three (3)	Good	Meets CML requirements as written.
Four (4)	Excellent	Meets and generally exceeds CML requirements as written.
Five (5)	Outstanding	Exceeds CML requirements in all aspects.

b. Members of the CML evaluation committee will review the completeness and comprehensiveness of all proposals. CML will place emphasis on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Proposer, Proposer’s qualifications, quality of the proposed solution, organizational history and capacity, experience, and references.

II. Evaluation of Proposer’s Cost Proposal:

1. CML will rank costs on a relative basis to determine the cost score.
2. The Proposer’s cost score will be assigned in the following manner:

$$\text{(Lowest Responsive Price Proposal / Cost of Proposer’s Proposal Submission)} \\ \times 300 \text{ Points} = \text{Total Cost Score}$$

Example:

$$\text{(Lowest Responsive Price Proposal (\$100,000) / Proposer Proposal Submission} \\ \text{(\$110,000))} \times 300 \text{ Points} = 272 \text{ Points (of a possible 300).}$$

The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,000 points.

III. Contract Award

The Library is not, by virtue of issuing this RFP, 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 Proposer with the highest composite score following the final technical scoring by the evaluation committee. The selected Proposer will be invited to negotiate a contract with CML. The contents of the selected proposal, together with the RFP and any formal questions and answers generated during the proposal 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 Proposer whose proposal is determined to be the next most advantageous to CML.

All Proposers that respond will receive notification if they have been selected or not.

PROJECTED TIMELINE

The projected timeline for this RFP process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	02/22/2024
Inquiry Period Ends	Seven (7) Days prior to the Proposal's due date
Final Response to Vendor Questions	Five (5) Days prior to the Proposal's due date
Due Date	03/14/2024
Selection of Successful Proposer	TBD

*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 Time.***

Columbus Metropolitan Library Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Invitation to Proposal (RFP), including the Instructions and Interpretations to Proposer, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the RFP; the completed sealed written Proposal, 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 Proposal (RFP) 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 Proposal submitted to CML in response to an RFP (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 Proposal 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 canceled 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 Supplier's performance under this Contract, including the performance by Supplier's employees and agents and any individual or entity for which the Supplier 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 Procurement Department 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 Proposer's Proposal not being considered. 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 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 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 Supplier'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 Supplier for immediate correction. If the Supplier 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 Supplier warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and comply 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. 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 e-mail: procurement@columbuslibrary.org.

Appendix A
Automatic Defibrillator & Accessories
CML RFP #24-004
Price Proposal Form

The Proposal Price Submission Form is located under the link to this RFP on the library's *Doing Business with the Us* web page, <https://www.columbuslibrary.org/doing-business/>

Appendix B
Automatic Defibrillator & Accessories
CML RFP #24-004
Supplier Diversity Form

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

Appendix C
Automatic External Defibrillator & Accessories
CML RFP #24-004
Acknowledgment of Addenda

The respondent must 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 before the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the issue dates 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: ____/____/____

Addendum # 7, dated: ____/____/____

Addendum # 8, 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: _____