

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Whitehall Branch Emergency Exit Door ITB

Issue Date: September 30, 2024

ITB Number: CML # 24-026

Issued by:

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

Deadline for Submittal:

October 28, 2024
No later than 12:00 noon ET

Qualifies for Prevailing Wage Rate Project



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for *Whitehall Branch Emergency Exit Door*. The ITB Identification Number is **CML #24-026**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 noon ET on October 28, 2024**. 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 to procurement@columbuslibrary.org no later than 5:00 p.m., October 21, 2024. All questions will be answered in an addendum and posted on the CML website on October 23, 2024 by 5:00 p.m.

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 services at the prices proposed.

The Bidder certifies, by signature affixed to this Request for Bidder 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 Bidder (Please print or type)		Title
Bidder Name		
Mailing Address		
City	State	ZIP
Telephone		
Contact Person		
E-mail Address		
Authorized Signature - please use Blue Ink, DocuSign or Adobe Sign.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BIDDER.

OVERVIEW

The Columbus Metropolitan Library (“CML” or “Library”) is seeking Bids from qualified firms to provide general contracting services related to adding a new emergency exit door at the Whitehall Branch.

Detailed drawings and specifications (Appendix A) can be found as a separate link located under the link to this RFP on the CML website page "Doing Business with Us."

SCOPE OF WORK

The Whitehall Branch opened in 2015 with an emergency exit door leading out of the west side of the building from the public corridor. In an effort to increase safety, the Library engaged an architect to design and incorporate an emergency exit door into the exterior storefront system leading out of the eastern side of the building. General scope includes removing multiple sections of existing storefront and glazing and replacing with new thermally broken wide stile aluminum storefront door and window. Work also includes all associated ripple effects including, but not limited to, new exit lighting, new door hardware, new exterior concrete pad, acoustic ceiling tile system modifications and limited carpet replacement.

Security scope shown on the attached drawings will be managed by separate contract with CML security vendor.

Bidders and all subcontractors must be able to provide all products/services and meet all of the requirements contained in this solicitation, and shall remain responsible for contract performance for the duration of the agreement. Bidder shall furnish all labor, materials, equipment services and supervision required to complete the Work complying with the scope of work outlined herein.

The Bidder shall have the opportunity by CML to examine the work site prior to submitting a Bid.

All work to be done during normal work hours unless approved otherwise by the Library.

Prevailing Wage: This Project is 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.

GENERAL INSTRUCTIONS

Bidder shall comply with the specifications and attachments in the Bid documents.

The Bidder shall examine attachments before submitting a Bid. Submitting a Bid shall prove that this requirement has been met.

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

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

BID SUBMISSION REQUIREMENTS

1. Bidders are cautioned to review all parts of the ITB carefully. 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 and 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. All Bids must include all required items (equipment, hardware, services) as specified and shall not deviate from these. Bidders may provide alternates but only IN ADDITION TO specified requirements. Bids listing alternates but not base scope requirements shall be deemed non-responsive.
6. The Bidder must complete the Bid Price Form – Appendix B and Bid Guaranty and Contract Bond Appendix E.
7. The Bidder must address all of the requirements listed in the ITB. All Bids - must be emailed to procurement@columbuslibrary.org, with the Bid Identification Number **CML #24-026**, title, and Bidder name in the subject line and the file names.

BID SUBMITTAL

Bids will be accepted until the time indicated in the ITB. Times referenced herein are Eastern Time. The Library is not responsible for late email.

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

BID REQUIREMENTS:

To facilitate the comparison of Bids, responses shall be organized into the following marked or tabbed sections.

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

Bids must include a table of contents listing all sections.

1. Cover Letter

A cover letter on the Bidder's letterhead shall be submitted and shall include, but need not be limited to, the following information:

- A. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
- B. A statement that the Bid will be valid for 90 days.
- C. Identification of all the material enclosures submitted in response to this ITB.
- D. A summary of the submitted bid and a brief statement of the bidder's qualifications are to meet the requirements described in this ITB. This information shall include:
 - a. The names of the individuals involved in preparing the Bidder and their relationships to the Bidder.
 - b. The name, address, and telephone number of the individual to whom inquiries relating to the Bidder shall be directed.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder understands all requirements of the ITB.

2. Project Overview ("Work Plan")

The Work Plan should include a detailed description of how the Bidder will deliver on every aspect of the Project. It must address exactly how the Offeror Bidder will provide all required services specified in this ITB, including, but not limited to, the "Minimum Contractor Qualifications," and "Scope of Services".

3. Statement of Firm Qualifications

All Bids must include a statement of qualifications, experience and description of the firm and its history. The information included in this section shall include, but not be limited to, the following:

- A. Statement as to the Bidders particular abilities and qualifications to include, but not limited to:
 - a. Brief history of the company.
 - b. Product and service offerings.
 - c. Describe the core competencies.
 - d. The number of years the Bidder has been in business.
 - e. Primary corporate location's address.
 - f. The geographical area of operations and professional affiliations.
 - g. Overview of the ownership structure of the company. Is the company private or public?
 - h. Describe any alliances or strategic partnerships with other companies.

- i. Size and composition of the organization.
- j. Number of customers.

4. Description of Services and Staffing (“Staffing Plan”) and Equipment

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 assigned to this project and the role assigned for each location.
 - ii. A brief resume of experience, certifications, skills and abilities of each team member.
 - iii. 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 bidder 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 bidder's due date.
 - iv. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether 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 Or Subcontractor use is not allowed for this ITB.
5. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the ITB submission. Executive-level summary of the proposed solution(s).
 6. 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.
 7. The Offeror must include a completed W-9 Form.
 8. 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.
 9. A list of all assumptions and exceptions to the specifications outlined in the ITB.
 10. Completed Acknowledgement of Addenda Form – Appendix D

BID PACKAGE:

The bid package shall contain the following items:

1. Completed Bid Price Form – Appendix B
2. Completed Supplier Diversity Form – Appendix C
3. Completed Appendix E - Bid Guaranty and Contract Bond

The Bid shall contain **all price information** in the format specified in Appendix B - Bid Price Form, in compliance with the terms specified in Appendix F - Project Manual.

Bidders may not amend, alter or omit any items on the Price Bid Price Form or include additional clarifying or contingent language on or attached to the form. Failure

to adhere to any of these instructions may result in the bidder being determined to be non-responsive and rejected by CML. Prices offered shall be all-inclusive and shall remain fixed for the duration of the agreement. CML is a tax-exempt entity.

The bidder shall bear full responsibility for the ultimate proposed cost, notwithstanding any errors in calculations or worksheets.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on our website at www.columbuslibrary.org/about/doing-business by 5 p.m. on October 23, 2024. Bidders are responsible for any information provided in all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library’s purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Bid in response to this ITB is the Bidder’s acknowledgment that subjective criteria may be used in the evaluation of Bids. The award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library.

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. on October 21, 2024**. **CML will post written responses to all properly received questions no later than 5:00 p.m. on October 23, 2024**. Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business.

PROJECTED TIMELINE

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

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	September 30, 2024
Pre-Bid Meeting	October 10, 2024 at 9:00 a.m.
Inquiry Period Ends	October 21, 2024 at 5:00 p.m.– all questions due
Final Response to Vendor Questions	October 23, 2024 by 5:00 p.m.
Due Date	October 28, 2024 at 12:00 noon ET
Selection of Successful Bidder	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***

PRE-BID MEETING

A pre-bid meeting will be held **October 10, 2024 at 9:00 a.m.** at the Whitehall Branch located at 4445 E Broad St, Columbus, OH - Meeting Room 1 to permit potential Bidders the opportunity to ask questions about this project. Although the pre-bid meeting is not mandatory, attendance by any prospective Bidder is encouraged. Interested Bidders will be asked to RSVP to procurement@columbuslibrary.org. An edited and annotated summary of the Pre-Bid meeting 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/>

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's intent is to enter into a contract with the Bidder with the lowest responsive offer. The selected Bidder will be invited to negotiate a contract with CML. The contents of the selected bidder, together with the ITB and any formal questions and answers generated during the bidder 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 bidder is determined to be the next most advantageous to CML.

All Bidders 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 the complete Invitation to Bidder (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 Bidder, 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 Bidder (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 Bidder 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 Bidder 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: Omitted

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 Bidder's Bid 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.

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 Appendix C - Supplier Diversity Form must accompany the completed Bid. Please refer to Appendix C to submit this form.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Invitation to Bidder, 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.

Appendix A

Whitehall Branch Emergency Exit Door ITB Number: CML #24-026

Additional Documents

The following documents can be found as a separate link located under the link to this ITB on the CML website page "Doing Business With Us". <https://www.columbuslibrary.org/doing-business/>.

All CML Locations

Each file contains the following information:

- Attachment 1 – Architectural Drawings

Appendix B

Whitehall Branch Emergency Exit Door ITB Number: CML #24-026

Bid Price Form

1.01 BID SUBMITTED BY:

(Contractor)

Date bid submitted: _____

1.02 Submit bids via email to procurement@columbuslibrary.com

1.03 Having carefully reviewed the Instructions to Bidders, Drawings, Specifications and other Contract Documents for the Project titled **Whitehall Branch Emergency Exit Door Project ("Project"**) including having also received, read, and taken into account the following Addenda:

Addendum No.	Dated
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

and likewise having inspected the site and the conditions affecting and governing the Project, the undersigned hereby proposes to furnish all materials and to perform all labor, as specified and described in the said Specifications and/or as shown on the said Drawings for all Work necessary to complete the Project on a timely basis and in accordance with the Contract Documents regardless of whether expressly provided for in such Specifications and Drawings.

1.04 Before completing the Bid Form, the undersigned represents that it has carefully reviewed the Public Notice, Whitehall Branch Emergency Exit Door ITB with the Terms and Conditions included within the document, this Bid Form, Appendix E - Bid Guaranty and Contract Bond, Contractor's Personal Property Tax Affidavit (O.R.C. 5719.042), Detailed drawings and specifications (Appendix A) for the Project, Drawings, Specifications, and other Contract Documents. Failure to comply with provisions of the Contract Documents may be cause for disqualification of the bid.

1.05 BONDS AND CONTRACT: If the undersigned is notified of bid acceptance, it agrees to furnish required bonds as indicated in the Appendix E - Bid Guaranty and Contract Bond.

1.06 COMPLETION OF WORK: In submitting a bid, the undersigned agrees to execute the Agreement in the form included in the Contract Documents and to complete its Work as required by the Contract Documents.

NOTE A: The wording of the Bid Form shall be used throughout, without change, alteration, or addition. Any change may cause it to be rejected.

NOTE B: Bidder is cautioned to bid only on the Brands or Standards specified.

NOTE C: If there is an inconsistency or conflict in the Bid amount, the lowest amount shall control, whether expressed in numbers or words.

2.01 BID:

Include the cost of all labor and material for the contract listed below. Bidder is to fill in all blanks related to the Bid Package for which a bid is being submitted. This is a full Turn Key project. For alternate items, indicate whether the amount stated is in addition to or a deduction from the base bid amount (if there is no indication whether the amount for an alternate is an addition or a deduction, the amount shall be a deduction).

2.02 Bidder will complete the Work in accordance with the Contract Documents.

3.01 INSTRUCTIONS FOR SIGNING

- A. The person signing for a sole proprietorship must be the sole proprietor or his authorized representative. The name of the sole proprietor must be shown below.
- B. The person signing for a partnership must be a partner or his authorized representative.
- C. The person signing for a corporation must be the president, vice president or other authorized representative; or he must show authority, by affidavit, to bind the corporation.
- D. The person signing for some other legal entity must show his authority, by affidavit, to bind the legal entity.

4.01 BIDDER CERTIFICATIONS. The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. **The Bidder acknowledges that this is a public project involving public funds, and that the Owner expects and requires that each successful Bidder adhere to the highest ethical and performance standards. The Bidder by submitting its bid pledges and agrees that (a) it will act at all times with absolute integrity and truthfulness in its dealings with the Owner and the Design Professional, (b) it will use its best efforts to cooperate with the Owner and the Design Professional and all other Contractors on the Project and at all times will act with professionalism and dignity in its dealings with the Owner, Design Professional and other Contractors, (c) it will assign only competent supervisors and workers to the Project, each of whom is fully qualified to perform the tasks that are assigned to him/her, and (d) it has read, understands and will comply with the terms of the Contract Documents.**
2. The Bidder represents that it has had a competent person carefully and diligently review each part of the Contract Documents, including any Divisions of the Specifications and parts of the Drawings that are not directly applicable to the Work on which the Bidder is submitting its bid. By submitting its bid, each Bidder represents and agrees, based upon its careful and diligent review of the Contract Documents, that it is not aware of any conflicts, inconsistencies, errors or omissions in the Contract Documents for which it has not notified the Design Professional in writing at least seven (7) days prior to the bid opening. If there are any such conflicts, inconsistencies, errors or omissions in the Contract Documents, the Bidder (i) will provide the labor, equipment or materials of the better quality or greater quantity of Work; and/or (ii) will comply with the more stringent requirements. The Bidder will not be entitled to any additional compensation for any conflicts, inconsistencies, errors or omissions that would have been discovered by such careful and diligent review, unless it has given such prior written notice to Design Professional.
3. The Bidder represents that it has had a competent person carefully and diligently inspect and examine the entire site for the Project and the surrounding area, including all parts of the site applicable to the Work for which it is submitting its bid, and carefully correlate the results of the inspection with the requirements of the Contract Documents. The Bidder agrees that its bid shall include all costs attributable to site and surrounding area conditions that would have been discovered by such careful and diligent inspection and examination of the site and the surrounding area, and the Bidder shall not

be entitled to any Change Order, additional compensation, or additional time on account of conditions that could have been discovered by such an investigation.

4. The Bidder represents, understands and agrees that a) the Claim procedures in the General Conditions as modified for the Project are material terms of the Contract Documents, b) if it has a Claim, it will have its personnel provide complete and accurate information to complete and submit the Statement of Claim form on a timely basis, c) the proper completion and timely submission of a Statement of Claim form is a condition precedent to any change in the Contract Sum or the Contract Time(s), and d) the proper and timely submission of the Statement of Claim form provides the Owner and the Design Professional with necessary information so that the Owner may investigate the Claim and mitigate its damages.
5. The Bidder represents that the bid contains the name of every person interested therein and is based upon the Standards specified by the Contract Documents.
6. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in this Bid Form are true and correct.
7. The Bidder will execute the agreement with the terms and conditions presented in this ITB, in the form included with the Contract Documents, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Owner.
8. The Bidder certifies that the upon the award of a Contract, the Contractor will ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Design Professional or the Owner's authorized representative to evaluate that the Bidder has submitted the lowest responsible bid and that the bid is responsive to the specifications.
10. The Bidder certifies that it has no unresolved findings for recovery issued by the Auditor of State.
11. The Bidder certifies that it is aware of and in compliance with the requirements of Ohio Revised Code Section 3517.13 regarding campaign contributions.
12. The Bidder further states that it is a duly licensed contractor, for the type of work proposed, in accordance with the local requirements, and that all fees, permits, etc., pursuant to submitting this Bid have been paid in full.

LEGAL NAME OF BIDDER: _____

BIDDER IS (check one): sole proprietor partnership corporation other legal entity

NAME & TITLE OF PERSON LEGALLY AUTHORIZED TO BIND BIDDER TO A CONTRACT:

Name	Title
DATE SIGNED: _____	SIGNATURE: _____
	ADDRESS: _____

	TELEPHONE: _____
	FAX: _____
	FEDERAL TAX I.D. # _____

When the Bidder is a partnership or a joint venture, state name and address of each partner in the partnership or participant in the joint venture below:

Name	Address
_____	_____
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
_____	_____
Name	Address
_____	_____
_____	_____
_____	_____

END OF SECTION

Appendix C

**Whitehall Branch Emergency Exit Door
ITB Number: CML #24-026**

Supplier Diversity Form

The CML “Supplier Diversity Form” is on our website, Doing Business With Us:
<https://www.columbuslibrary.org/doing-business/>.

Appendix D

Whitehall Branch Emergency Exit Door ITB Number: CML #24-026

Acknowledgment of Addenda

Project Description: **New emergency exit door at the Whitehall Branch**

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

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____

Appendix E

**Whitehall Branch Emergency Exit Door
ITB Number: CML #24-026**

Bid Guaranty and Contract Bond

Appendix E – Bid Guaranty and Contract Bond is released as an additional document under the ITB on our website - Doing Business With Us:

<https://www.columbuslibrary.org/doing-business/>.

Appendix F

**Whitehall Branch Emergency Exit Door
ITB Number: CML #24-026**

Project Manual

Appendix F – Project Manual is released as an additional document under the ITB on our website - Doing Business With Us: <https://www.columbuslibrary.org/doing-business/>.