

COLUMBUS METROPOLITAN LIBRARY

Request for Qualification

Enhanced Commissioning Services

Issue Date: January 15, 2025

RFQ Number: CML # 25-001

Issued by:

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

Deadline for Submittal:

February 10, 2025
No later than 12:00 Noon EST



REQUEST FOR QUALIFICATIONS COVER SHEET

The Columbus Metropolitan Library (CML or Library) is issuing this Request for Qualifications (RFQ) for **Enhanced Commissioning Services**. The RFQ Identification Number is **CML #25-001**.

Statement of Qualification (“SOQ”) must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 PM ET on February 10, 2025**. Any SOQ arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services. The Library reserves the right to waive any defect or technicality in any SOQ received or to eliminate any firm that submits an incomplete or inadequate SOQ or that is not responsive to the requirements of the RFQ.

All questions or requests for clarifications should be submitted in writing via email no later than 5:00 PM ET on January 28, 2025 to procurement@columbuslibrary.org and reference the Identification Number (CML #25-001) and title Investment Advisory Services RFP. All questions will be answered in the form of an addendum and posted on the “Doing Business with the Library” page of the Library’s website at www.columbuslibrary.org/about/doing-business. The Library anticipates that responses will be posted on or around January 30, 2025.

Respondents are responsible for accessing, reviewing, and acknowledging any addenda in accordance with this RFQ prior to submitting a SOQ. CML shall not be held liable for technical or other issues or obstructions.

The Proposer (“Proposer” or “Respondent” or “Developer”) declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this RFQ 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 Qualifications Cover Sheet, that the information provided by it in response to the RFQ, including certified statements, is accurate and complete. By submitting a response to this Request for Qualifications, the Proposer acknowledges that it complies with applicable federal, state, and local laws and regulations.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Submittal (Please print or type)		Title
Offeror 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 SOQ

PROJECT OVERVIEW

The Columbus Metropolitan Library (“Library”) seeks to establish a prequalified listing of Enhanced Commissioning Services that will be available to provide services for multiple projects over the course of three years. Any firm selected to be included on the prequalified list must update its qualifications annually to remain on the list. Qualified firms will be ranked per project at the time when the Library is ready to begin the project. Projects may be added or deleted at the Library’s discretion. The Library will assume that each firm submitting its qualifications in response to this RFQ is interested in all aspects of the scope of this RFQ.

The Library will approach Enhanced Commissioning Services in a two-step process. First the Library will create our prequalified list of firms. Any firm selected to be included on the prequalified list must update its qualifications pursuant to this RFQ annually to remain on the list and eligible for selection. Then qualified firms will be contacted to express their interest on projects as projects are approved by the Library to begin. Only the qualified firms that have expressed interest on a project will be considered and then ranked. Additional information and/or qualifications may be requested from the architects by the Library at any time.

Projects will be authorized in the Library’s sole discretion. Firms on the prequalified list may be added, changed, or deleted at the Library’s sole discretion at any time and the Library may procure and engage separate firms for projects in its sole discretion.

Project examples may include, but are not limited to:

1. Case Road Branch (working project title) – The Library will be adding a new standalone facility in the new West Case Park (<https://westcaseroadpark.com>). This library branch will become the 24th location in the Library system. Construction start 2026.
2. Whetstone Branch – Scope and timeline to be determined.
3. South High Branch – Scope and timeline to be determined.
4. Additional projects that may be added to the Library’s master facility plan.

BACKGROUND

The Library is a county district library established in accordance with §3375.20 of the Ohio Revised Code. CML consists of 22 branches and Main Library within Franklin County, Ohio. The Library is financially and operationally independent from the City of Columbus and Franklin County. The Library is a political subdivision and receives the

majority of its funding from the State of Ohio's Public Library Fund and locally voted property taxes.

The Library identified guiding principles to shape the design of new libraries. The list of guiding principles are included in Appendix A.

SCOPE OF WORK

The selected firm will act as the owner's advocate and represent the owner in managing the design and construction process to attain the maximum energy efficiency and overall best sustainable practices as it relates to the total ownership cost of the facility, considering both startup costs and long-term operational costs.

PRE-CONSTRUCTION PHASE

- Assist the owner in the development and enforcement of a robust Owner's Project Requirements (OPR). The OPR will contain the owner's desire for energy, water, and gas efficiency, etc., for the life of the building. The OPR will define the economic criteria for the design team to evaluate efficiency options and the methodology used to determine building savings. The commissioning agent will be required to validate all such calculations.
- Simultaneously with the development of the OPR, the enhanced commissioning agent (ECA) will evaluate the Basis of Design (BOD) to ensure the requirements of the OPR are met and expanded to enable the functional testing and commissioning of the systems.
- The (ECA) will provide a check list of standard energy efficient features in building design, one each for the architect, electrical engineer and mechanical engineer. The check list will provide a self-review mechanism for common and basic energy efficiency items, including but not limited to: lighting power density, EER/SEER/equipment efficiency, wall and roof insulation quantity and R-value, specification of DCV/economizers/heat wheels, etc. Within the checklist a space will be provided for architects and engineers to list specific energy efficient features in the building design.
- Develop and implement a Commissioning Plan. Update the Commissioning Plan throughout the design and construction phase. The Commissioning Plan shall include the Commissioning Schedule.
- Provide the Commissioning Specifications during the design phase to be included in the Construction Documents. The Commissioning Specifications shall include construction checklists as required and Functional Testing procedures.

- Assist the owner in review and approval of all design documents to ensure the design will meet the owner's energy efficiency aspirations as well as the requirements set forth in the OPR.
- Assist the owner in review and approval of preliminary and final construction documents.
- Assist the owner in review of the design documents to ensure the design will meet the requirements of the OPR and BOD and will meet the energy efficiency aspirations.
- Assist the owner in review of the documents at the following design stages: schematic design, design development, prior to mid-construction document phase and final construction document phase. At each review, provide a list of issues/concerns to the design team. Back-check the review comments in each subsequent design submission and provide feedback of the back-check to the owner.
- Meetings: Predesign, design document and construction document meetings between the owner, ECA and the design team as required.

Construction Phase

- Review submittals applicable to systems being commissioned. Provide comments for non-compliance.
- Chair Pre-Commissioning meeting with the Construction Team.
- Lead periodic commissioning meetings. Prepare meeting minutes for all meetings.
- Prepare and issue commissioning reports and issues logs and distribute to the construction team.
- Review O&M manuals.
- Assist the construction team in developing an owner training schedule. Verify the equipment training by the contractors for the occupants and staff.
- Provide Systems manual.
- Provide summary commissioning report.

Post Construction

- Review the building operation within 10 months after substantial completion.
- Provide copies of the commissioning report and systems manual to the Owner.

The SOQ should include commissioning and functional testing of the following equipment/systems, (even if this equipment does not directly affect the energy usage of the building)

- 100% HVAC Equipment (partial testing or sample testing is not acceptable). The testing shall include all control devices.
- 100% Domestic Heating water system to include mixing valves and recirculating pumps and verification of recirculating system.
- 100% Plumbing; storm sewer sump pumps and sanitary sew sump pumps.
- 100% Lighting Controls (partial testing or sample testing is not acceptable)
- Emergency Generator: Witness and provide a report for the load bank testing. Include fuel oil transfer pump testing as required.
- 100% Fire Damper/Smoke damper testing: with the contractor, test all fire and smoke dampers. Provide documentation. Test to be performed prior to Fire Marshal Life Safety Testing.

GENERAL INSTRUCTIONS

Offerors shall comply with the specifications and attachments in the Request for Qualifications documents. The Offeror shall examine attachments prior to submitting a SOQ. The submission of a SOQ shall be evidence that this requirement has been met.

SUBMITTAL REQUIREMENTS TO BE INCLUDED IN THE PRE-QUALIFIED LIST

To facilitate comparison of SOQs, each page of the SOQ should state the name of the firm, the RFQ number (RFQ #25-001), and the page number and should be submitted in a format that corresponds to the order below. SOQ's must include a table of contents listing all sections.

- A. RFQ Cover Sheet – signed by an officer of your company.
- B. A summary statement, in clear terms, of your understanding of the proposed projects and description to your approach, including a proposed work plan.
- C. A statement as to the firm's particular abilities and qualifications, including the number of years the firm has been in business, the geographical area of operations, and professional affiliations. Also indicate the principals in the organization and the size and composition of the organization.
- D. Provide a list of projects, highlighting library and other public projects in central Ohio, over the past five (5) years in which the firm has been involved as an ECA. For each project, please include:
 - a. Brief description of the project, including square footage, etc.
 - b. Owner's name, address, contact person, phone number and email address.
- E. Provide the name of all team members who would be assigned to Library's projects from beginning to end and their role as a member of the project team. Include a brief description of certifications, skills, and abilities of each team member.
- F. The proposed Commissioning agent must have documented commissioning authority experience in at least 6 library (or similar) building projects.
- G. Describe the firm's process, approach and methodology.

- H. Describe the firm's Project Management philosophy, including progress meetings and presentations to the Library's key stakeholders. Provide examples of reports used to document the progress and status of the project.
- I. Latest audited financial statements and/or any other documentation that provides evidence of financial responsibility.
- J. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFQ, that may be useful and applicable to the Library's building program. Provide a portfolio and/or digital resume of the proposed team's recent work, of particular interest is library, civic space, airport, museum, educational design in a modern and/or contemporary aesthetic.
- K. Disclose all information concerning any suits filed, judgments entered or claims made against the firm during the last five years or any declaration of default or termination for cause against the firm with respect to ECA services. In addition, state whether during the past five years the firm has been suspended from submitting SOQ or entering into any government contract.
- L. Proposed Modifications to Agreement Terms – The "Terms and Conditions" for all projects pursuant to this RFQ are attached hereto. If your firm would like to propose any deviation from such terms, you must identify those terms and submit your proposed modified language in detail in your statement of qualifications in a section clearly titled "Proposed Modification to Terms and Conditions". Failure to do so shall be deemed to be a waiver of the right to negotiate the terms. Modifications may be accepted at the Owner's sole discretion and may be taken into account by the Owner when ranking the most-qualified firms. The Owner reserves the right to modify the form of Terms and Conditions as well as any terms.

EVALUATION AND QUALIFICATION PROCESS

TO BE INCLUDED IN THE PRE-QUALIFIED LIST

The Library's selection team will evaluate all responses received in response to this RFQ. Firms will be ranked, as required by the qualification-based selection process set forth in Ohio Revised Code Section 9.33, et seq.

The selection team will then rank the firms on the basis of qualifications and begin contract negotiations with the firm or firms ranked most qualified for the options being considered at this time. If the Library is unable to reach an acceptable price for services with the top-ranked firm(s), the Library will terminate negotiations and move on to the next ranked firm.

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

Evaluation of Criteria:

The qualifications for the Enhanced Commissioning Agent and the basis for the evaluation of qualifications submitted will be:

- Experience of the firm and its employees with comparable projects, including size, nature and complexity.
- Competence to perform the required services as indicated by the qualifications of the team assigned to the project.
- Demonstrated ability to perform the services competently and expeditiously.
- Past performance as reflected in evaluations of previous clients and other professionals with whom the firm has worked, past performance with the Library if applicable, with respect to factors such as control of costs, quality of work, ability to meet deadlines, and ability to work cooperatively with the Owner and other professionals involved with the Project and subsequent phases
- Quality of the SOQ, including adherence to instructions
- References
- Proposed modifications to the Terms and Conditions

The Library reserves the right to waive any defect or irregularities in any SOQ submission, or to eliminate any firm that submits an incomplete or inadequate SOQ or that is not responsive to the requirements of this RFQ, or to request additional

information from any firm that submits its qualifications and an SOQ for consideration, and to reject any or all submittals. The submission of a firm's qualifications does not result in any right to be included in the prequalified list/file of design professionals or awarded a project if the Library's selection team determines that the firm is not qualified to provide design services.

QUALIFICATION PROCESS

1. A notification of the RFQ will be e-mailed to firms identified by the Library to be included on the distribution list and to anyone requesting a copy. In addition, the notice of the RFQ will be announced on the State of Ohio Office of Procurement Services Website and the Library's website (at minimum).
2. The selection team will review all SOQs deemed responsive, identifying firms that meet the minimum qualifications to be included on the prequalification list. Each firm submitting an SOQ will be notified of its qualification status.
3. The Library reserves the right to conduct interviews with select firms during the prequalification and/or selection process.

All prequalified firms, including both those selected and not selected for any project, will remain on the prequalified list of Architectural & Professional Design firms during the term identified in this RFQ. However, any firm selected to be included on the prequalified list must update its qualifications annually to remain on the list.

SOQ Submission Requirements

SOQ's shall be submitted on or before **the deadline set forth on the first page of this RFQ**. SOQ's received after this deadline may not be considered.

The SOQ shall be submitted by emailing them to procurement@columbuslibrary.org The SOQ shall include the following information as a subject line for the email: "**CML #25-001 ENHANCED COMMISSIONING RFQ [FIRM NAME]**."

SOQ's will be accepted until the time indicated in the RFQ. The Library is not responsible for any late mail or late special service deliveries.

SOQ Questions

All questions regarding this RFQ must be sent to procurement@columbuslibrary.org and must reference the RFQ Identification Number and title of the RFQ no later than 5:00 p.m. on January 28, 2025. 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. Answers will be posted on or around January 30, 2025.

Schedule

The projected timeline for this RFQ 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
RFQ notifications emailed to distribution list, posted on State of Ohio Office of Procurement Services and Library Website	January 15, 2025
Offeror Questions due to CML	January 28, 2025 (12:00 PM)
CML's Final Response to Questions	January 30, 2025 (12:00 PM)
RFQ Due Date	Noon February 10, 2025
Notification of Pre-Qualified Status	On or before (TBD)

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

Every effort has been made to include enough information within this RFQ to enable firms to prepare a response that thoroughly and fairly represents their respective capabilities to meet the Library's requirements. Questions concerning the contents of this document, shall be submitted in accordance with the RFQ Coversheet and this RFQ and the Library will determine in as timely a manner as possible whether any addenda should be issued as a result of any pertinent or substantive inquiries. The Library reserves the right to take any action affecting the RFQ/prequalification process or the project(s) that it deems to be in its best interest.

If a change is made to the RFQ process, it will be communicated to those organizations reflecting an interest in responding to the opportunity and through a notice published on the "Doing Business with the Library" page of the Library's website <https://www.columbuslibrary.org/doing-business/>

FIRM SELECTION PROCESS

FOR APPROVED PROJECTS

Qualified firms may be selected on a per-project basis at the time the Library determines to begin the project and as projects are approved. Each firm on the prequalified list may be contacted by the Library with the project description, evaluation criteria, and instructions on how to express interest in the project. At such time the Library may also ask for the interested firms to update their qualifications and/or to provide additional information if needed.

Interested prequalified firms may be ranked. The Library may conduct interviews of any firms to further explore each firm's SOQ, the scope and nature of the services the firms would provide, and the various technical approaches the firms may take toward the project. The individual team members that will be involved with the project must attend such interviews, to the extent reasonable possible. A final ranking may be determined after interviews are conducted if the Library chooses to conduct interviews. The Library will notify the firm determined to be most qualified, to discuss availability to complete the work, verify scope of work, and negotiate a fee SOQ and contract. If the top-ranked firm is not available to complete the work or the fee SOQ is not acceptable to the Library, the Library may go to the next ranked firm.

Qualified firms not interested in a specific project will remain on the prequalified list and will continue to be contacted for future approved projects while the prequalification list remains active and their qualifications remain current.

Columbus Metropolitan Library Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Request for Qualifications (RFQ), 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 RFQ; the completed sealed written SOQ, 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 Request for Qualifications (RFQ) 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 SOQ submitted to CML in response to an RFQ (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 SOQ 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 SOQ 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. 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 make arrangements for EFT (electronic funds transfer).
5. 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
6. <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.

DIVERSITY

Because Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to make good faith efforts to propose teams made up of MBE/WBE 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 and Women Business Enterprises are encouraged to respond to this RFQ.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a SOQ for Work on the Project, the Offeror acknowledges that it is following applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Offeror 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 Offeror 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 Offeror 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 following such requirements.

Appendix A CML Guiding Principles

1. **Transparency** Broad vistas into our buildings will pique curiosity about what happens in the library and draw the public inside.
2. **Flexibility** The spaces will have maximum flexibility: few fixed walls and open floor plans for future changes.
3. **Iconic Contemporary Design** A bold design makes our innovative and forward-thinking drive for “a thriving community where wisdom prevails” visible to all.
4. **Sustainability** We’ll use sustainable practices and help educate the community on their value.
5. **Technology** Technologies are key library services and integrating creative applications is a must-have in our buildings.
6. **Innovative Programming** We’ll partner with community organizations to enhance our offerings to the public.
7. **Customer Experience** How do we best meet customer expectations and provide world-class service to world-class customers? It’s what we work on every day.
8. **Young Minds** The children of our community are our top priority, and our buildings will reflect this commitment.
9. **Showcase Our Collection** We’ll bring our collection to the forefront of the customer experience, not hidden in rows of shelves.

Appendix B
CML RFQ #25-001 Enhanced Commissioning Services
Acknowledgment of Addenda

Project Description: Enhanced Commissioning 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 submittal 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 REQUEST FOR QUALIFICATIONS.

NOTE: SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____