

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Grounds Maintenance – Various Branches and Operations Center

Issue Date: February 14, 2017

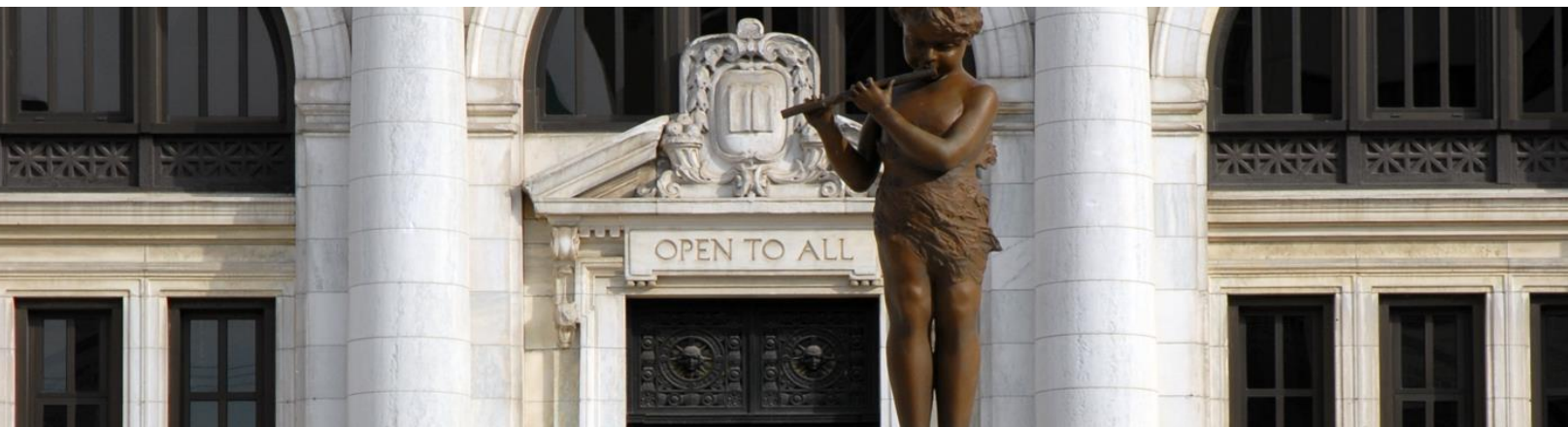
ITB Number: CML # 17-006

Issued by:

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

Deadline for Submittal:

March 1, 2017
No later than 12:00 Noon



Wanda Dixon, Procurement Analyst
 Procurement Department
 Telephone: (614) 849-1034; FAX: (614) 849-1134
wdixon@columbuslibrary.org

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) *Grounds Maintenance – Various Branches and Operations Center*. The ITB Identification Number is CML 17-006.

Bids must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Wednesday, March 1, 2017**. 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 no later than 5:00 p.m. on Monday, February 20, 2017 to purchasing@columbuslibrary.org.

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

The Bidder certifies, by signature affixed to this Invitation to Bid Cover Sheet, that the information provided by it in response to the ITB, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing the Bid	(Please print or type)	Title
Bidder Name		
Mailing address		
City	State	ZIP
Telephone	Toll Free Telephone	
Contact Person	Fax Number	
E-mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

OVERVIEW

The Columbus Metropolitan Library is seeking competitive bids for Grounds Maintenance, Fertilization and Aeration for its various branch locations, and the Operations Center based on the attached specifications. The services will be divided into two (2) regions, as indicated on the attached specifications.

BID REQUIREMENTS

The Bidder is responsible for all information contained in any addenda issued.

All responses shall be in the following prescribed format.

Bid Instructions

Each Bidder must submit its costs. Each Bidder must submit one (1) original, completed and signed in blue ink, and four (4) copies for a total of five (5) complete Bid packages. Also, please include an electronic copy of your bid.

Bids are due no later than the Bid due date, at 12:00 noon. Bids submitted by e-mail or fax are not acceptable and will not be considered. Bids must be submitted to:

Columbus Metropolitan Library
Attn: Wanda Dixon, Procurement Analyst
96 South Grant Avenue
Columbus, OH 43215

Bids may also be delivered in person to the Security Desk, First Floor, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Bids will be accepted until the time marked on the legal notice of the ITB. The Library is not responsible for any late mail or special service deliveries

Bid responses are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed 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 180 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 to meet the needs as described in this ITB. This information shall include:
 - I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.

- II. The name, address and telephone number of the individual to whom inquiries relating to the Bid 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 understand all requirements of the ITB.

- 2. Project Overview (“Work Plan”)

The Work Plan should include a detailed description as to how the Bidder will deliver on every aspect of the Project.
- 3. Bidder’s Qualifications

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

 - A. A Statement of Affirmation as to Bidder’s ability to perform the Work.
- 4. Description of Services and Staffing (“Staffing Plan”)

The Staffing Plan will outline who will do the Work, including subcontractors.
Include the number of employees employed by the Bidder’s company.
- 5. Response to Scope of Services Requirements

A statement as to how the services will be provided.
- 6. Completed Bid Price Schedule

Please submit your fees per Attachment A.

EVALUATION CRITERIA

- 1. Bids will be evaluated based on the Total Bid Price per Region.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on our website at www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the ITB opening. Bidders are responsible for any information provided in any and all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.

ITB & BID QUESTIONS

Any questions or clarifications regarding this ITB must be sent to purchasing@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than 5:00 p.m. Monday, February 20, 2017.

Answers to all questions will be documented and posted to our website at www.columbuslibrary.org/about/doing-business. The Library will make every attempt to respond to questions within 48 hours of receipt. Regardless, answers will be provided no later than Wednesday, February 22, 2017.

PROJECTED TIMELINE

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

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	February 14, 2017
Inquiry Period Ends	February 20, 2017 @ 5:00 pm
Final Response to Vendor Questions	February 22, 2017
Due Date	March 1, 2017 by 5:00 pm
Selection of Successful Bidder	TBD

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 Proposal.

GROUNDS MAINTENANCE SPECIFICATIONS

GENERAL CONDITIONS

- A. These specifications are issued by the Columbus Metropolitan Library, hereinafter referred to as the Library.
- B. Work items set forth in these specifications shall be performed at the Library's branch I buildings.
- C. It is the intention of the Library to enter into contract with a single contractor to perform the work items listed in each subsection of these specifications. The same contractor ("The Contractor") may be responsible for groups of branches as indicated on Bid Price Schedule.
- D. Contractors may not subcontract elements of the specifications and will be held responsible for the timely completion of all work items. The Library will accept only a single monthly statement for all work items.
- E. The initial period of this contract shall be for one year, with an option to renew for three one-year periods, subject to the overall acceptance of contractual work by the Library. Either party will maintain the right to cancel the contract according to the terms of the Contract.
- F. The Library's representative in all dealings with the Contractor shall be the Custodial Supervisor.
- G. All lawn, shrub, tree fertilization and aeration shall be scheduled in advance with Custodial Supervisor.

WORK SPECIFICATIONS

Subsection 01 – Spring and Fall Clean-Up

SPECIAL CONDITIONS

- A. The following work items shall be completed twice per year, once between April 8 and May 1, and again between October 15 and October 31 – except as noted.

WORK ITEMS

- 01. Trim and prune trees and shrubs, as needed, and in a manner consistent with established standards and practices. This shall include a "formal" trim, covering the entire exposed surface of the shrub (see also "Tree and Shrub Pruning and Fertilization"). This shall be done during Fall clean-up. Contractor must consult with the Custodial Supervisor prior to commencing work to determine specific height and shape requirements of shrubs. Tree pruning above the 12 foot level will be handled by a separate purchase order.

02. Every month during the mowing season, edge trim all hard-surface areas using a mechanical edging tool and sweep all hard-surface areas clean of debris. This procedure should leave a clean, easily visible demarcation between sod and concrete. (Use of a string trimmer for sidewalk edging is not permissible.)
03. Remove grass from joints and cracks in hard-surface areas and apply an approved herbicide to the joints and cracks to retard re-growth.
04. Collect all debris and leaves from lawn, bed areas, hard-surface areas and remove such debris from the premises each visit.
05. Apply three inches of new triple-processed dark brown hardwood mulch to all shrub beds and tree rings. (NOTE: the Contractor shall be consistent in the type and color of mulch applied to planting beds and tree rings). Cypress mulch is not permitted.

Important: if existing mulch is deemed excessive, remove weathered mulch and replenish with new to ensure a uniform cosmetic appearance throughout the grounds. Maintain a three-inch layer at all times. Mounding mulch in such a manner as to be detrimental to the tree is prohibited and any such occurrence will be corrected at Contractor's expense.
06. Remove Fall leaves bi-weekly from premises to maintain an orderly appearance. (NOTE: this work shall be performed throughout October, November and December as necessary). At all times, leaves and debris should be removed from the lawn prior to mowing.

Subsection 02 – Planting Beds and Tree Rings

SPECIAL CONDITIONS

- A. All planting bed and tree ring work shall be done bi-weekly, beginning April 15 and ending October 31. Re-edging of beds and tree rings shall be done bi-weekly, and an edged look shall be maintained. Re-edging the sidewalks or other areas that abut a flat surface shall be done monthly. Such work shall be completed in a sharp-edged and straight line by means of an edging spade.
- B. The Library will not specify type of herbicide to be used by the Contractor; however, material and application techniques must be approved by the Custodial Supervisor prior to application. To obtain such approval, the Contractor must meet with the Custodial Supervisor and provide written material specifications and a written description of application techniques. The

Contractor shall not vary material or techniques except with the express permission of the Custodial Supervisor.

WORK ITEMS

01. Keep all planting beds and tree rings weed-free either manually or through the use of mechanical techniques. (NOTE: chemicals may not be used for weed treatment in planting beds). Remove all sucker growth from the base of trees as it occurs. The intent is to maintain a completely weed-free appearance at all times.
02. Maintain a three-inch-thick layer of BROWN bulk triple processed hardwood mulch on all tree rings. (NOTE: the Contractor shall be consistent in type and color of mulch applied to planting beds and tree rings). ***Remove mulch in excess of three inches.*** Turn and rework mulch to maintain a "fresh" appearance. Mulch in planting beds to be maintained at a two-inch depth. Check mulch bi-weekly.
03. Maintain a sharp and straight edge on planting beds and tree rings at all times. Edge should be at least three inches deep. The tree ring and bed edging should be checked weekly when the lawn is cut and work performed accordingly.
04. Any annual and perennial planting scheme will be determined by the Custodial Supervisor. Planting stock and installation will be handled through a separate purchase order, to include all needed bed preparation.
05. Installation of flowering plants is to be done at the direction and under the specific supervision of the Custodial Supervisor. At no time are flowering plants to be installed without the specific approval of the Custodial Supervisor.
06. The planting scheme will be specific as to quantity, genus, species and variety. Substitutions are not to be made without prior approval from the Custodial Supervisor.

Subsection 03 – Flower Dead Heading and Fertilization

Remove annuals after first hard frost and trim back perennials as directed by Custodial Supervisor.

Subsection 04 – Lawn Areas

SPECIAL CONDITIONS

- A. Lawn care work shall be performed on a regular schedule established in advance of the mowing season by the mutual agreement of the Contractor and the Custodial Supervisor. Lawn shall be policed for debris prior to each mowing. Grounds shall be mowed weekly 16 times between April 18 and July 18, and bi-weekly between July 18 and November 10, for a total of 26 mowings per season. Any earlier or later mowing shall be done at the request of the Library.

- B. Equipment: A mulching-type mower must be used at all times. Cuttings must not be visible on the lawn when cutting is completed. Sidewalks, alcoves, building foundations, low windows, curbs, etc. shall be free of grass clippings and debris upon completion of weekly maintenance.
- C. It shall be the responsibility of the Contractor to advise the Custodial Supervisor of the need to water turf grass areas when weather conditions dictate. It shall be the responsibility of the Custodial Supervisor to coordinate application of water.
- D. The Contractor shall not vary from the established schedule except with the express permission of the Custodial Supervisor. Frequency of lawn care work may be adjusted, based upon weather conditions; however, the decision to adjust the frequency shall be the responsibility of the Custodial Supervisor.

WORK ITEMS

- 01. Remove all trash and debris from lawn areas prior to mowing each week.
- 02. Mow all turf grass to between 2-1/2 and 3 inches in height and collect accumulated grass clippings. If necessary, multiple passes must be made to ensure an even, manicured appearance.
- 03. Edge trim around trees, beds, fences and all hard-surface areas using a mechanical edging tool bi-weekly. (NOTE: care must be taken so as not to damage trees, the in-ground irrigation system, or any lawn furniture). Edging of sidewalks is to be completed monthly by the mowing crew. A clean line between the sod and sidewalks should be maintained at all times. At no time is grass to be visible growing over the edge, upon completion of the weekly mowing. Use of a string trimmer is prohibited, except in cases where the turf is lower in elevation than the sidewalk or curb which borders it.
- 04. Remove grass from joints and cracks in hard-surface areas and apply an approved herbicide to retard re-growth bi-weekly.
- 05. Collect accumulated grass clippings and other debris from lawn, bed areas and hard-surface areas, and remove such debris from the premises.
- 06. Over seed all thin and worn areas that are 144 square inches or less. Replacement of grass in areas larger than 144 square inches shall be completed by a separate purchase order. The Contractor shall advise the Custodial Supervisor of all such areas needing attention.

07. Contractor is responsible for all damage to irrigation system components and in ground lighting fixtures resulting from mowings.

Subsection 05 – Tree and Shrub Pruning and Fertilization

SPECIAL CONDITIONS

- A. Tree pruning shall be done once per year in the Fall to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended.
- B. The Library will not specify the type of fertilizer to be used for trees; however, material and application techniques must be approved by the Custodial Supervisor prior to application. To obtain such approval, the Contractor must meet with the Custodial Supervisor and provide written material specifications and a written description of application techniques. The Contractor shall not vary material or techniques except with the express permission of the Custodial Supervisor. For the purpose of this Contract, deep root injection method is specified.

WORK ITEMS

01. Prune all trees using equipment and techniques accepted as standard practice by the profession. (NOTE: tree pruning shall be done by the contractor to a height of 12 feet. Work above 12 feet shall be handled by separate contract with a tree specialist).
02. Prune all shrubs using equipment and techniques accepted as standard practice by the profession. (NOTE: pruning shall be performed as necessary to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended).
03. Apply fertilizer to all trees at the appropriate time in the Fall.
04. Contractor is responsible for notifying the Custodial Supervisor of the need for insect and/or disease control (e.g. bagworms, termites, leaf spot, blight, etc.).
05. All trees in excess of twenty feet (20') shall receive deep root fertilization by injection. This may be subcontracted; however, costs shall be borne by the landscape Contractor.
06. Shrubs shall be "informally" trimmed to maintain established shape and neat appearance throughout the year.

Fertilization Specifications

- A. All work shall be scheduled by the mutual agreement of the Contractor and the Custodial Supervisor. The Contractor shall not vary from the established schedule except with the express permission of the Designated Representative.
- B. The Library will not specify the brand of fertilizer to be used. However, the bidder will submit with its Bid a schedule showing the following information:
 - 1. Fertilizer form for each, application, i.e., solid, liquid.
 - 2. Chemical content for each application.
 - 3. Rate of application (volume) for each treatment.
 - 4. List of insects and/or weeds controlled by additives for each application.
 - 5. Description of method of application.
- C. Contractor will be held responsible for timely completion of all Work items.

WORK ITEMS

- 1. Apply early spring fertilizer plus crabgrass control and insect control in April. This includes control for broad leaf weeds.
- 2. Apply early summer fertilizer plus weed control in May.
- 3. Apply late summer fertilizer plus insect control in early July.
- 4. Apply early fall fertilizer and grub control in mid-September.
- 5. Spot treat weeds not effectively controlled by post and pre-emergent applications (NOTE: This work is to be performed as needed.)
- 6. Treat as necessary for leaf spot, dollar spot, summer patch disease, mildew, etc.
- 7. Once a year, in the Spring, perform lawn aeration at a rate of 18 core per square foot. Contractor is responsible for identifying and flagging all sprinkler heads. Contractor will reimburse the Library for any damage to irrigation system components and in ground lighting fixtures arising out of completion of any portion of these specifications.

Exclusions:

- A. Insect and disease control shall be handled by a separate purchase order.
- B. All seeding or sodding, except as provided by these specifications, shall be handled by a separate purchase order.
- C. The Contractor shall advise the Custodial Supervisor of all such areas needing work of the type set forth in these exclusions.
- D. Annual and perennial planting stock provided shall be handled by a separate purchase order.

Attachment A

Price Schedule

Region #3	2017	2018
Parsons (1113 Parsons Ave – Columbus)	\$	\$
South High (3540 S. High St - Columbus)	\$	\$
Marion-Franklin (2740 Lockbourne Rd – Columbus)	\$	\$
Southeast (3980 S. Hamilton Rd – Columbus)	\$	\$
Driving Park (1422 Livingston Ave – Columbus)	\$	\$
Martin Luther King (1600 E. Long St – Columbus)	\$	\$
Livingston (3434 Livingston Ave – Columbus)	\$	\$
Total Region #3 – Cost Per Year	\$	\$

Region #4	2017	2018
Reynoldsburg (1402 Brice Rd – Columbus)	\$	\$
Whitehall (4445 E. Broad St – Whitehall)	\$	\$
Gahanna (310 Granville St – Gahanna)	\$	\$
*New Albany (200 Market St – New Albany)	\$	\$
Operations Center (101 S. Stygler Rd – Gahanna)	\$	\$
Total Region #4 – Cost Per Year	\$	\$

Costs must include all materials and labor.

Must indicate in the table above, the total cost (in dollars) per year for each location in a Region.

Bidders can bid on any or all regions; however, each region will be awarded as a single Contract.

*This location requires NO mowing, requires maintaining trees, shrubs and flower beds only.

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Invitation to Bid (ITB), including the Instructions and Interpretations to Bidder, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the ITB; the completed sealed written Bid, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Invitation to Bid (ITB) have similar meaning and are used interchangeably, where appropriate.

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Bid submitted to CML in response to an ITB (referred to as the "Supplier" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

Contract Changes: Waivers, Changes or Modifications to this Contract must be made in writing and signed by both parties. If a party to this Contract does not demand strict performance of any item of this Contract, the party has not waived or relinquished any of its rights; the party may at any later time demand strict and complete performance of the term.

Contract Orders: CML will order products, supplies or services under this Contract from the Supplier directly. The Supplier may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML.

Subcontracting: The Contractor may not enter into subcontracts for the Work after award without written approval from CML. The Contractor will not need CML's written approval to subcontract for the purchase of commercial goods that are required for satisfactory completion of the Work. All subcontracts will be at the sole expense of the Contractor unless expressly stated otherwise in the Contract.

CML's approval of the use of subcontractors does not mean that CML will pay for them. The Contractor will be solely responsible for payment of its subcontractor and any claims of subcontractors for any failure of the Contractor or any of its other subcontractors to meet the performance schedule or performance specifications for the Project in a timely and professional manner. The Contractor will hold CML harmless for and will indemnify CML against any such claims.

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment

of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

If the Contractor uses any subcontractors, each subcontractor must have a written agreement with the Contractor. That written agreement must incorporate this Contract by reference. The agreement must also pass through to the subcontractor all provisions of this Contract that would be fully effective only if they bind both the subcontractor and the Contractor. Among such provisions are the limitations on the Contractor's remedies, the insurance requirements, record keeping obligations, and audit rights. Some sections of this Contract may limit the need to pass through their requirements to subcontracts to avoid placing cumbersome obligations on minor subcontractors. This exception is applicable only to sections that expressly provide exclusions for small-dollar subcontracts. Should the Contractor fail to pass through any provisions of this Contract to one of its subcontractors and the failure damages CML in any way, the Contractor will indemnify CML for the damage.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to Accounts Payable, Finance Department via the following e-mail address: accountspayable@columbuslibrary.org . The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Supplier noting the areas of discrepancy.

Payment: In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT)*. For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bid or mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

Payment Due Date: CML will pay invoices 30 days after it has received an invoice for products, supplies and services it has received and accepted.

Taxes: Columbus Metropolitan Library is exempt from all federal, state and local taxes as CML is part of Franklin County Government and has a 501 nonprofit status.

Term of Contract: This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless cancelled in accordance with the Terms found herein.

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 Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Manager of Purchasing. Failure of the Supplier to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Supplier. Any Supplier, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

Commercial General Liability: The Supplier shall maintain insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of \$2,000,000. If the Supplier uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Supplier's commercial general liability insurance shall be primary over any other coverage. The Purchasing Division reserves the right to approve all policy deductibles and levels of self-insurance retention.

Contract Compliance: The participating CML branches and departments will be responsible for the administration of the Contract and will monitor the Supplier's performance and compliance with the terms, conditions and specifications of the Contract. If a branch or department observes any infraction such shall be documented and conveyed to the Supplier for immediate correction. If the Supplier fails to rectify the infraction, the department/branch will notify the Purchasing Division in order to resolve the issues. These terms and conditions will be used by the Purchasing Division to resolve the issues.

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Supplier warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance with the contract specifications.

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: purchasing@columbuslibrary.org.