

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Snow Removal Services for 2018 – 2019 Season

Issue Date: July 25, 2018

RFP Number: CML #18-014

Issued by

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

Deadline for Submittal

Friday, August 24, 2018
No later than 12:00 NOON EST



Dan Jones, Procurement Buyer
 Procurement Department
 Telephone: (614) 849-1028; FAX: (614) 849-1140
djones@columbuslibrary.org

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for *Snow Removal Services for 2018 – 2019 Season* (“Project”). The RFP Identification Number is: **CML #18-014**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than **12:00 Noon on Friday, August 24, 2018**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be considered late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. on **Wednesday, August 15, 2018** to: procurement@columbuslibrary.org.

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

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

Federal Taxpayer Identification Number (TIN)		
Name of person signing proposal (Please print or type)		Title
Offeror 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 PROPOSAL

PROJECT OVERVIEW

The Columbus Metropolitan Library is seeking competitive, sealed proposals (“Proposals”) for snow removal and related services at all locations, as indicated on the attached locations listing. This project (“Project”) is to provide labor, materials, and supervision to complete the snow removal at Columbus Metropolitan Library’s properties. For the purpose of this document, the Columbus Metropolitan Library’s snow removal season shall run from October 1, 2018 through March 31, 2019.

It is the Library’s intention to obtain materials and services, as specified in the RFP, from a Contract between the successful Offerors and CML.

CML may consider multiple awards if it is determined to be in the best interests of the Library.

Offerors must be able to provide all products / services and meet all of the requirements contained in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance.

PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at the Main Library, 96 S. Grant Avenue, Columbus, Ohio on **Tuesday, July 31 at 1:00 PM in the Carnegie Conference Room** to permit any potential Offeror the opportunity to ask questions pertaining to the Project. Although the pre-proposal conference is not mandatory, attendance by any prospective Offeror is highly recommended.

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 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 Offeror’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix C, *Offeror’s Diversity & Inclusion Participation Form* to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

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

Equal Employment Opportunity/Nondiscrimination. The 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 in compliance with such requirements.

PROPOSAL SUBMISSION REQUIREMENTS

The Offeror must address all of the requirements listed in the Request for Proposal. All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #18-014** and title of ***Snow Removal Services for 2018 – 2019 Season*** clearly marked on the outside, addressed and mailed to the below address.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked “**Number CML #18-014 Snow Removal Services for 2018 – 2019 Season – Technical Proposal**” on the outside of each Technical Proposal package’s envelope. Each Cost Proposal package must be clearly marked “**Number CML #18-014 Snow Removal Services for 2018 – 2019 Season – Cost Proposal**” on the outside of each Cost Proposal package’s envelope.

The Proposal package must also include electronic versions of the Technical and Cost Proposals on separate and clearly labeled flash drives. In a separate sealed envelope labeled “**Number CML #18-014 Snow Removal Services for 2018 – 2019 Season - Electronic Submission**”, the Proposal package must include an electronic submission of two (2) MS-Windows formatted USB Flash Drives. Please clearly label each flash drive in accordance with its file contents as “**CML #18-014 Technical Proposal**” or “**CML #18-014 Cost Proposal**”.

IMPORTANT: Technical Proposals must not contain cost or pricing information. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) hardcopies for a total of five (5) Technical and five (5) Cost Proposals in its package, plus electronic versions of each, to the following:

Columbus Metropolitan Library
Attn: Dan Jones, Procurement Buyer
96 S. Grant Avenue
Columbus, OH 43215

Proposals may also be delivered in person to the First Floor Main Circulation Desk at the Columbus Metropolitan Library located at 96 South Grant Avenue, Columbus, Ohio 43215.

Proposals will be accepted until the time indicated in the RFP. The Library is not responsible for any late mail or late special service deliveries.

Any Proposal arriving after 12:00 NOON on the due date will be marked late and will receive no consideration for selection to provide the specified services. The Library may return, unopened, any Proposal that is received after the deadline.

PROPOSAL INSTRUCTIONS

Offerors are cautioned to carefully review all parts of the RFP. Allowance may not be possible for any error or negligence of the Offeror.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Offeror's ability to perform all of the actions, activities and functions described in this RFP.

Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.

Costs for developing the Proposal are entirely the responsibility of the Offeror and shall not be chargeable to the Library.

The failure or omission of an Offeror to receive or examine any necessary document, form instrument, addendum, or other document shall in no way relieve any Offeror from obligations with respect to its Proposal. No claim for extra payment will be allowed based on an Offeror's lack of knowledge of existing conditions and problems arising therefrom.

PROPOSAL QUESTIONS

Any questions or clarifications regarding this RFP must be sent to the following address: procurement@columbuslibrary.org and reference the Proposal Identification Number **CML #18-014** and title of the RFP (*Snow Removal Services for 2018 – 2019 Season*).

All questions must be submitted no later than 5:00 p.m. on **August 15, 2018**.

Offerors are encouraged to submit questions at any time during the inquiry period.

Answers to all questions will be documented and posted on the "Doing Business with CML" page of the Library's Website at: www.columbuslibrary.org/about/doing-business. Answers will be posted no later than 5:00 p.m. two business days after the inquiry period ends.

PROPOSAL FORMAT

Complete Proposal packages 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. Offeror Description: Provide a brief description of the Offeror's company/organization including the Offeror's size and area of specialization.
2. Provide a brief statement summarizing how the Offeror is particularly qualified for this project.
3. Project Schedule/Installation Plan: N/A
4. Work Plan: Offeror shall describe its approach for providing required services.
5. The Offeror should be able to provide all labor and materials necessary for the required services.

6. Comparable Projects: Description of related, recent experience specific to providing the required services.
7. Offeror response to Appendix B, Cost Proposal.
8. Offeror response to Appendix C, Diversity & Inclusion Participation Form
9. References: Three (3) references, including current contact name, e-mail address and phone number for similar projects.
10. The Offeror must include a completed W9 Form.
11. 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 indicated on the COI.

SELECTION PROCESS

The Library’s evaluation team, will review all Proposals and evaluate responses to the RFP.

The scale below (0-5) will be used to rate each Proposal on the criteria listed in Table 1.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

CML will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror’s Total.

Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

Evaluation Criteria

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library.

Specific criteria that will be considered during the evaluation include, but are not limited to:

1. Quality and comprehensiveness of the Proposal:
 - a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements.
 - b. Qualifications and ability to perform.
 - c. Responsiveness and adherence to RFP instructions.
 - d. Responsiveness to “Product Functional Evaluation Questions.”
2. Quality of the proposed solution.
3. Stability and viability of the Offeror.
4. Offeror’s experience on projects of similar scope.
5. Input from reference contacts.

Evaluation of Technical Proposal

TABLE 1 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>
1. Quality and comprehensiveness of the Proposal: a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements. b. Qualifications and ability to perform. c. Responsiveness and adherence to RFP instructions.	35
2. Quality of the proposed solution.	25
3. Stability and viability of the product and Offeror.	20
4. Offeror’s experience on projects of similar scope.	10
5. Input from reference contacts.	10

The weighted points will be multiplied times the numbers of Criteria’s listed above for a maximum total of 500 points (5 points X 100) for the Technical Score.

Evaluation of Cost Proposal

CML will rank costs on a relative bases for a maximum total of 125 points for the Cost Score.

CML will calculate costs based upon the Offeror’s “not-to-exceed” total amount. (Refer to Appendix B.) CML reserves the right to disqualify Proposals having costs that appear unrealistic or significantly understated for the services offered.

The following formula will be used to determine the final score of the proposal:

Total Points = Technical Proposal + Cost Proposal = _____ pts.

The maximum possible score is 625 points.

Contract Award

The Contract is to be awarded based on qualified Proposals, as per the enclosed rating system and at the discretion and consideration of CML. The CML evaluation team may select finalists to be interviewed; however, a Contract may be awarded without such interviews.

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

All Offeror's that respond will receive notification if they have been selected or not.

EVALUATION AND SELECTION

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library, based on the information provided.

PROJECTED TIMELINE

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

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	July 25, 2018
Pre-Proposal Meeting	July 31, 2018
Inquiry Period Ends	August 15, 2018 (5:00 PM)
Final Response to Vendor Questions	August 17, 2018 (5:00 PM)
Due Date	August 24, 2018 by 12:00 p.m. (Noon)
Selection of Successful Offeror	TBA

CML reserves the right to modify this schedule at CML's discretion. Notification of changes in the response due date would be posted on the CML Website or as otherwise stated herein. All times are Columbus, Ohio Local Time

SCOPE OF WORK

Locations

Sites for the 2018-2019 Snow Season. (Subject to change at any time per CML's operational needs.)

Branch	Address	City	Group	Deadline for Snow Removal	Deadline during Business Hours
---------------	----------------	-------------	--------------	----------------------------------	---------------------------------------

Region 1

Linden	2223 Cleveland Ave	Columbus	1	8:00 A.M.	4 hours after snow
Whetstone	3909 N. High St	Columbus	1	8:00 A.M.	4 hours after snow
Northern Lights	4093 Cleveland Ave	Columbus	1	8:00 A.M.	4 hours after snow
Karl Road	5590 Karl Rd	Columbus	1	8:00 A.M.	4 hours after snow

Region 2

Northside	1423 N. High St	Columbus	1	8:00 A.M.	4 hours after snow
Driving Park	1422 E Livingston Ave	Columbus	2	8:00 A.M.	4 hours after snow
Main	96 S. Grant Ave	Columbus	2	8:00 A.M.	4 hours after snow
Parsons	1113 Parsons Ave	Columbus	2	8:00 A.M.	4 hours after snow
Franklinton	1061 W. Town St	Columbus	2	8:00 A.M.	4 hours after snow

Region 3

Dublin	6765 Dublin Center Dr.	Dublin	3	8:00 A.M.	4 hours after snow
South High	3540 S. High St	Columbus	3	8:00 A.M.	4 hours after snow
Hilliard	4500 Hickory Chase Way	Hilliard	3	8:00 A.M.	4 hours after snow
Hilltop	511 S. Hague Ave	Columbus	3	8:00 A.M.	4 hours after snow

Region 4

Gahanna	310 Granville St	Gahanna	4	8:00 A.M.	4 hours after snow
New Albany	200 Market St	New Albany	4	8:00 A.M.	4 hours after snow
Operations Center	101 South Stygler Rd	Gahanna	4	8:00 A.M.	4 hours after snow
Whitehall	4445 East Broad St	Columbus	4	8:00 A.M.	4 hours after snow

Region 5

Livingston	3434 Livingston Ave	Columbus	5	8:00 A.M.	4 hours after snow
Marion-Franklin	2740 Lockbourne Rd	Columbus	5	11:00 A.M.	4 hours after snow
New Martin Luther King	1467 E. Long St	Columbus	5	8:00 A.M.	4 hours after snow
Old Martin Luther King	1600 E. Long St	Columbus	5	8:00 A.M.	4 hours after snow
Old Shepard	790 N. Nelson Rd	Columbus	5	11:00 A.M.	6 hours after snow
New Shepard	850 N. Nelson Rd	Columbus	5	8:00 A.M.	4 hours after snow

Region 6

Southeast	3980 S. Hamilton Rd	Groveport	6	8:00 A.M.	4 hours after snow
Canal Winchester	100 Washington St	Canal Winchester	6	11:00 A.M.	4 hours after snow
Reynoldsburg	1402 Brice Rd	Reynoldsburg	6	8:00 A.M.	4 hours after snow

For the purpose of the Project, no one Offeror will have the ability to acquire more than two (2) Regions. If submitting a Proposal for more than one group, the Offeror must indicate the priority order in which it would wish to have the Regions awarded.

Pricing

Costs will be proposed for the following services:

- 1.) Cost to apply salt to the parking lots, shovel the sidewalks and apply calcium.
- 2.) Cost to plow only the parking lot areas.
- 3.) Cost to apply salt / calcium and plow parking lot areas under 4" of snow.
- 4.) Cost to apply salt / calcium, and plow the parking lot area over 4" of snow.

CML will not pay travel time from branch to branch. There is a snow removal scenario for each Offeror to produce a sample invoice to be included with its rate sheet.

The attached Appendix B: Cost Proposal Sheet must be completed per group.

Definitions

1. Walkways are defined as any sidewalk surface connecting to CML's property. Branch maps of areas of responsibility are included in Appendix A.
2. Deadline for snow removal is defined as the time where all snow and or ice should be removed from the CML property.
3. Deadline during business hours is defined as the time during business hours after CML has dispatched the snow removal Contractors where all snow and or ice in the specific Region should be removed.

Equipment and Supplies

1. Rock salt may be used on **parking lots only**. Care must be taken to prevent salt distribution to adjacent turf and flower bed areas. Calcium chloride or magnesium chloride is to be used on walkways. All ice melt products must be spread by a hand spreader or walk behind spreader. Spreaders shall have adjustable guards to prevent excessive salt or calcium being spread on the grass areas. Truck mounted salt spreaders may be used for the open areas of the parking lots. Over salting of any area is not allowed, CML may ask the snow removal Contractor to remove excess ice melt or a credit if the amount of charged salt cost is excessive.
2. If any parking blocks, signs, or curbing are moved during the plowing process the Contractor will put these devices back in place and make necessary repairs. **Note: CML has several**

new buildings with freshly poured concrete curbs and sidewalks. Please take extra care to prevent damage.

3. The Contractor warrants that sufficient equipment in good working order and manpower is/will be available to ensure timely completion of the work. In the event of mechanical breakdown, Contractor will immediately notify CML Management Staff so that another Contractor may be substituted. CML reserves the right to bring in non-listed secondary snow removal contractors to fill these gaps.
4. The snow removal company shall use their own employees and vehicles.

Note: Subcontracting of CML's snow removal contract is not allowed.

CML Authorized Personnel

1. CML's authorizing agents for snow removal approval are Brien Oliver, Ryan Drake, and Andrew Kistler. ("CML Management Staff")

Additional Terms and Conditions

1. Contractor must have the following forms of communication, and must take a picture and transmit it to CML Management Staff after each plow has been completed at each facility:
 - a) Smart phone with the ability to take pictures and email CML's group email address PMSNOWGROUP@columbuslibrary.org after each facility has been plowed or salted as proof that the work has been completed.
2. **For snowfall under one (1) inch**, Contractor shall wait for verbal or emailed approval from the Library's authorized personnel prior to dispatching crews to perform snow removal. **The Library will NOT pay for snow removal which occurs without authorization.**
3. **For snowfall above one (1) inch**, Contractor shall automatically begin the snow-plowing process, without the need for verbal approval from the Library's authorized personnel. All CML locations must be thoroughly plowed and treated for ice no later than list time on above table on the day of the snowfall, prior to each facility opening to the public.
4. The Library will routinely plow after a one (1) inch snowfall, but reserves the right to alter this minimum on an "as needed" basis. The deadline during business hours is four (4) hours after the snow stops to have each Region completed.
5. For preparation of an ice storm, pretreating with salt / calcium chloride may be necessary. The Contractor will contact CML Management Staff for specific branch locations to treat. Expectation during any type of ice storm is that all walk ways are reasonably clear of ice to prevent any slips, trips, or falls from our customers or employees. The initial pre-treatment needs to be completed prior to the winter storm hitting the area. Pay special attention not to over treat the parking lots and sidewalks.
6. Areas for which the snow Contractors are responsible for plowing, shoveling and salting is defined on the attached branch maps. (Appendix A)
7. Sidewalks shall be treated with calcium chloride only AFTER clearing all fallen snow. **Note: CML has several new buildings with freshly poured concrete curbs and sidewalks. Please take extra care to prevent damage.**
8. Damage to irrigation heads, parking blocks, sidewalks, or curbs as a result of plowing activity will be repaired at the Contractor's expense, and per the libraries schedule.

9. Handicap parking spaces and ramps are to be cleared on every trip, regardless of the scope of other activities. **At no time is plowed snow to be left in a handicap space.**
10. Snow may be stacked in accordance with good plowing practice, where it causes the least interruption of normal traffic flow. If snow is stacked inappropriately, Contractor may be asked to move the snow at no charge to CML.
11. Contractor will provide real-time update to CML Management Staff as to which sites have been cleared via email to the following email address: PMSNOWGROUP@columbuslibrary.org One running email from each contractor stating when each branch is completed. CML Management Staff will be checking them off its list as the emails come in. Failure to send in completion photos, could prevent invoices from being paid. (Example below.)

From: **** [mailto:*****@gmail.com]
Sent: Wednesday, March 21, 2018 5:24 AM
To: ##PM-SNOW-GROUP <PMSNOWGROUP@columbuslibrary.org>
Subject: Whetstone 3/21 @ 5:24 AM



12. Old Shepard, and old MLK locations still require the sidewalks to be cleared and salted, during heavy storms more than two (2) inches the parking lot will need to be plowed. These sites can be placed at a low priority.
13. CML will be awarding a stand by vendor for each region, in case the awarded vendor is not able to fulfill the contractual obligations.

Qualifications

1. List three local commercial references which the Offeror has performed snow removal services for at no less than three (3) consecutive years. Columbus Metropolitan Library can be listed as one of the references if the snow removal Offeror has done business with the Library in the past five (5) years.
2. Snow removal crews must be located and dispatched from Franklin County.

3. Provide a single email address which would be monitored 24/7 during the winter season. This will mainly be used for sending and receiving communication about the plowing status of all branches for which the Offeror is responsible.

Invoicing and Payment

1. Invoicing must be on a “per event” basis. An event is defined as any 24-hour period, commencing at midnight and ending at 11:59 p.m. Invoices must be itemized by CML Branch, date, and type of services performed.
2. Invoices must be itemized to include the number of labor hours used on the snow removal, the amount of salt and calcium used in pounds. Total cost per branch, excluding tax as Columbus Metropolitan Library is tax exempt.
3. **Invoices must be submitted to accountspayable@columbuslibrary.org for payment no later than seven (7) calendar days after the work is performed. Invoices received past this timeframe will not be accepted.** At the Library’s discretion CML can approve and issue payment within 30 calendar days of receipt.

**Columbus Metropolitan Library
Procurement Department**

Standard Contract Terms and Conditions

Contract Components. Entirety. Changes Interpretation

Contract Components: This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract").

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a SOW submitted to CML in response to a request (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML).

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

Contract Orders: CML will order supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

Standard Invoice and Payment

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

Payment: In consideration for the Contractor's performance, CML will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

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

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

Term of Contract: This contract is effective upon the projected beginning date of the Contract Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

Contract Renewal: This contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

Delivery

F.O. B. The Place of Destination: The Contractor must provide the supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

Time of Delivery: If the Contractor is not able to deliver the supplies or services on the date and time specified by CML ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, CML may obtain any remedy provided below or any other remedy at law.

Minimum Orders-Transportation Charges: For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing CML the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse CML shall be considered a default.

Contract Cancellation: Termination: Remedies

Contract Cancellation: If a Contractor fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

- A. **Contract Performance is Substantially Endangered:** If the Contractor's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of

default to Contractor, CML has not waived any of its rights or remedies concerning the default.

- C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

Contract Termination: CML may terminate this Contract for convenience after issuing 30 days written notice to the Contractor.

Remedies for Default:

- A. Actual Damages. The Contractor is liable to CML for all actual and direct damages caused by the Contractor's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Contractor, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Contractor's default, from the Contractor.
- B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the Contract, after CML has provided prior written notice to Contractor of such default and intent to deduct damages from the Contract Price.

Force Majeure: If CML or Contractor is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

CML Consent to Assign or Delegate: The Contractor may not assign any of its rights under this contract unless CML consents to the assignment or delegation in writing. Any purported assignment or delegation made without CML's written consent is void.

Indemnification: Contractor will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for any and all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

Confidentiality: Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from CML.

Contractor must assume that all CML information, documents, data, records or other material is confidential.

Publicity: Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor and its subcontractors may not disseminate information regarding this Contract, unless agreed to in writing by CML.

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

Workers Compensation: The Contractor shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio. Failure to maintain Workers Compensation Liability Insurance for the duration of the contract and any renewal hereto will be considered a default.

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Contractor, and any agent of the Contractor, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Contractor to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

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

Commercial General Liability: Insurance coverage with a \$2,000,000 annual aggregate and 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 Contractor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It

is agreed upon that the Contractor's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

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

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

ADDITIONAL TERMS:

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. All times referenced herein are Columbus, Ohio local times.
3. *CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or email: procurement@columbuslibrary.org.

Appendix A

**Snow Removal Services for 2018 – 2019 Season
RFP Number: CML #18-014**

Branch Maps

Maps of all branches are included in the link which located beneath the link for this RFP.

Appendix B

**Snow Removal Services for 2018 – 2019 Season
RFP Number: CML #18-014**

Cost Proposal Sheet 2018 – 2019

Branch	Salting parking lots, hand shoveling sidewalks and apply calcium	Cost to plow the parking lots only	Cost to apply salt / calcium and plow parking lot areas under 4” of snow	Cost to apply salt / calcium, and plow the parking lot area over 4” of snow
Region 1				
Linden				
Whetstone				
Northern Lights				
Karl Road				
Region 2				
Northside				
Driving Park				
Main				
Parsons				
Franklinton				
Region 3				
Dublin				
South High				
Hilliard				
Hilltop				

Branch	Salting parking lots, hand shoveling sidewalks and apply calcium	Cost to plow the parking lots only	Cost to apply salt / calcium and plow parking lot areas under 4" of snow	Cost to apply salt / calcium, and plow the parking lot area over 4" of snow
Region 4				
Gahanna				
New Albany				
Operations Center				
Whitehall				
Region 5				
Livingston				
New Martin Luther King				
Old Martin Luther King				
Marion-Franklin				
Old Shepard				
New Shepard				
Region 6				
Southeast				
Canal Winchester				
Reynoldsburg				

Per its rate sheet pricing, the Offeror shall provide a sample invoice that includes the following services. One snow removal event at one branch, which includes plowing parking lots, and hand shoveling on the sidewalks for 4" of snow, 400lbs of salt applied to the parking lot, and 100lbs of calcium applied to the sidewalks.

Appendix C

**Snow Removal Services for 2018 – 2019 Season
RFP Number: CML #18-014**

Offeror's Diversity & Inclusion Participation Form

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Form of Proposal or Bid Form.

_____ ("Offeror") submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Offeror will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$
	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	PROPOSED TOTAL	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

The Offeror's commitment of total workforce hours for Minority Workforce participation on the project is: _____%.

The Offeror's commitment of total workforce hours for Women Workforce participation on the project is: _____%.

I certify under penalty of perjury that the forgoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: _____ Date: _____

Print Name and Title: _____

***If the Offeror does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Offerors, the Offeror must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Offerors, were actively and aggressively undertaken by the Offeror, to reach such goals.**