

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Pressure Washing and High Window Cleaning

Issue Date: September 17, 2019

ITB Number: CML # 19-020

Issued by:

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

Deadline for Submittal:

Tuesday, October 15, 2019
12:00 PM EST



Dan Jones, Procurement Buyer
 Procurement Department
 Telephone: (614) 849-1028; FAX: (614) 849-1134
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INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library” or “Owner”) is issuing this Invitation to Bid (“ITB”) Pressure Washing and High Window Cleaning. The ITB Identification Number is CML # 19-020.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 PM on October 15, 2019**. Bidders will be issued a time-stamped receipt from the Procurement staff confirming the receipt of the bid documents. Commercial delivery notifications will not be accepted.

Any bid (“Bid”) arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services.

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

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 goods and/or 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 Bids from qualified Bidders for *Pressure Washing and High Window Cleaning*. The work ("Work") is to pressure wash exteriors and clean all windows ten (10) feet and over, inside and out at all CML locations for three years. Bids shall include all necessary materials and labor and all necessary equipment to complete the work ("Work").

It is the Library's intention to obtain all materials and services, as specified in the ITB, from a Contract between the successful Bidder and CML.

Bidders must be able to provide all products / services and meet all of the requirements contained in this solicitation, and the successful Bidder (the "Contractor") shall remain responsible for Contract performance, regardless of subcontractor participation in the Work.

ALL INQUIRES SHALL BE SUBMITTED IN WRITING TO CML.

GENERAL INSTRUCTIONS

The Contractor shall furnish all labor, materials, equipment services and supervision required to complete the Work, complying with the specifications outlined within the bid documents.

CML will be hosting a pre-bid conference at the Main Library at a date and time specified in these bid documents. Contractors are strongly encouraged to examine all other work sites at their convenience, in addition to bid documents and attachments prior to submitting a Bid. The submission of a Bid shall be evidence that this requirement has been met. Failure to inspect the site prior to bidding does not relieve the Contractor of the responsibility of performing all Work included in the Contract.

All rubbish shall be removed daily and the job site shall be kept clean, neat, and orderly at all times.

All buildings, walks, steps, fences, shrubs, autos, etc. shall be protected. Any damage caused by the Contractor shall be repaired by the Contractor within seven (7) days from notification by CML of any Contractor caused damage, at no cost to the Library.

Access is to be maintained to the branch during open hours unless otherwise agreed to in advance. The Contractor is responsible for protecting and providing unobstructed access to the branch and minimizing interference to the Owner, employees and customers.

All Work shall be supervised by a foreman, lead man, or superintendent acting as a representative to the Work at all times. The foreman, lead man, or superintendent shall be the single point of contact for the Contractor and accessible to CML on all Work related matters for the duration of the Agreement.

The Contractor shall immediately stop work and inform the Owner of any hazardous material that may be discovered during the work operations.

The Contractor shall comply with all City of Columbus codes and safety regulations.

SCOPE OF WORK

Contractor shall pressure wash all CML locations according to the pressure washing schedule and clean all windows ten (10) feet or higher, inside and out, at all CML locations according to the schedule (Appendix A). CML reserves the right to add or remove locations and/or modify the quantity of services at any time. The Contractor will be provided with advanced written notification of any changes to locations or quantities of services.

Within sixty (60) days of the commencement of this Agreement, the Contractor shall perform an inventory to include number of windows with measurements and total square footage of all high windows at all CML locations. The Contractor should alert CML of any cracks, breaks, or weakness in the glass or sealant of all windows and associated areas. This inventory will be submitted to CML and will act as the baseline for all window cleaning services covered in this agreement. Any modifications to CML facilities that were captured in the inventory may be subject to a mutually agreed upon change order to this agreement.

- A. Areas to be cleaned may vary in size but shall include but are not limited to building walls, overhangs, planters, walkways, and sidewalks.
- B. The cleaning methods to be used shall be pressure water blasting, manual brushing, squeegee and automatic brushing. Brushes used to loosen dirt, pollutants and calcium deposits shall have natural, non-ferrous, or stainless steel bristles. Brushes having ferrous bristles shall not be used in order to prevent loose bristles left behind from causing future rust stains.
- C. Contractor's equipment shall be capable of producing all ranges of water temperatures up to 240 Fahrenheit and all ranges of water pressures and volumes up to 4,000 pounds per square inch at 8 gallons per minute. Contractor will be responsible for any damage to CML property that results from PSI higher than 4,000 PSI.
- D. Contractor may at various times be expected to remove contaminants such, as but not limited to, stains, dust, dirt, grime, food, beverage spills, gum, grease, oil, pollution, leachates, surface oxidation, efflorescence, calcium carbonate deposits and build-up, unauthorized paint marks, black algae, mold, moss, lichen and other invasive vegetation, animals, animal wastes and other foreign substances from concrete, brick, stone, glass, metal, and other hard surfaces.
- E. If any contaminant or discoloration persists on a pressure washed surface, the surface shall be brushed and then the pressure water blasting procedure shall be repeated as many times as necessary to remove the contaminant or discoloration, or until after consultation with the CML representative it is deemed the surface has been cleaned as well as possible. After pressure water blasting, the surface shall be allowed to thoroughly dry before a final determination is made as to the necessity of repeating the procedure.

- F. The Contractor shall not use equipment, methods, or solvents that will cause spreading of existing stains, drive existing surface pollutants further into the concrete or add new areas of discoloration.
- G. The following may be used:
 - 1. Lifts and/or scaffolds
 - 2. Silicone cleaners that are EPA approved / green cleaners.
 - 3. Microfiber scrub mitts, white nylon scrub pads for spots that cannot come off with regular cleaning.
 - 4. Any window over ten (10) feet, a pole or garden water fed pole that uses deionized water.
 - 5. All squeegees must be aluminum only.
- H. The following items/materials are prohibited:
 - 1. Green abrasive scrub pads, razors, dish soaps, Windex, or anything with acid or any multipurpose cleaner.
 - 2. Portable ladders.
 - 3. Brass, metal or stainless tools of any kind (for glass surfaces).
- I. Contractor shall pre-treat pressure washed surfaces with biodegradable degreasers or other environmentally safe cleaning agents, as necessary, to ensure surfaces are clean.
- J. Prior to cleaning, Contractor shall sweep, blow, and spot clean foreign substances such as but not limited to chewing gum, oil, and other miscellaneous stains from the surfaces to be cleaned. The Contractor will be required to pick up and properly dispose of litter before pressure washing sidewalks, pathways, or walkways. Sidewalks will be pressure washed from the building line to the curb line, or as directed by the CML representative.
- K. Any pressure washing run off that may contain hazardous substances loosened from the surfaces being cleaned must use a reclamation process to prevent such substances from entering storm drains or soil areas (adjoining landscaping, including turf). Contractor must submit a description the of the reclamation process to be used.
- L. Any and all electrical, electronic and/or specially-coated equipment and/or surfaces shall be protected from potential damage that may result from pressure washing of adjoining surfaces.
- M. The Contractor is directly responsible for preventing any water from entering building doorways or elevator hoist ways at exterior openings.
- N. The Contractor is directly responsible for providing and placing barricades and approved traffic control devices, including advance signage if necessary, to ensure pedestrian safety and prevent damage to buildings or vehicles.

- O. Any splashes on buildings, windows, doors, railings, lighting, signage, waste containers and landscape plants (including trees and turf) must be rinsed or properly cleaned after services are completed. Any disturbance of landscape mulch must be corrected by the Contractor at the time of the incident. CML reserves the right to withhold payment to the Contractor until any damage is remedied.

Emergency Pressure Washing

- A. The Contractor shall maintain a twenty four hour per day, seven day per week, emergency phone number to receive service calls from CML. CML may make requests for services in the event that the Contractor is needed to respond outside of the established schedule.
- B. The Contractor shall acknowledge a request for service within fifteen (15) minutes of the request by CML. After the emergency call is received, the Contractor shall report to the CML location in need of service within two (2) hours, or within a timeframe mutually agreed between CML and the Contractor. The Contractor shall continue working until the emergency condition is remedied.
- C. The Contractor shall respond with all supplies, equipment, and personnel required to respond to the emergency condition.
- D. The Contractor shall respond with one (1) employee to emergency service calls. If additional employees are required, the Contractor shall obtain written approval from the CML Authorized Representative. Documentation of prior approval of additional employees will be required for all invoices for emergency services that contain the services of more than one (1) employee.

Contractor Supplies and Equipment

- A. The total bid price for the services specified herein shall include all costs to the Contractor for furnishing all equipment (Contractor-owned and/or rental power pressure washers, tools, safety equipment, ladders, scaffolds, hanging platforms, man-lifts) and supplies (except where noted below) necessary to carry out the pressure washing and high window cleaning services. All equipment and supplies used must be capable of performing all operations in accordance with specifications. CML will provide water and electricity only. If the Contractor utilizes gas powered equipment, costs for gasoline shall be subsumed in the Contractor's equipment cost.
- B. All materials and equipment belonging to the Contractor will not be left unattended in a public area for any time for any reason. Unless otherwise approved by the designated CML representative, all materials and equipment will be removed from the work area when not occupied. The materials and equipment will be stored in the Contractor's vehicle(s) or storage trailer or, if available, neatly stored in a secure location identified by the designated CML representative. CML is not responsible for loss or damage of Contractor equipment left unattended at a CML location.

Safety

- A. When working above any area where pedestrians may cross below workers, the Contractor must neatly and professionally cordon off area(s) using commercially-produced barricade equipment or fencing (e.g. no buckets, wood sawhorses, wood stakes) and post professionally-fabricated signs (e.g. no hand written/stenciled or spray painted signs) for indicating the area(s) is/are closed to pedestrian traffic. Signs must be of sufficient size with specific wording to clearly indicate that work is occurring above.
- B. Should barricading alone prove ineffectual in keeping pedestrians from entering these closed areas, the Contractor must post an employee to direct pedestrians around the work-area, at no additional cost to CML.
- C. Work shall be done in such a manner so as to create a safe working and walking environment, at all times, for occupants of the work area, CML customers, CML employees, and other members of the public. Work shall be done in a manner that does not compromise the security of the work area or the occupants.
- D. In any instance in which Contractor works alongside other CML contractors or employees with an, Contractor will not interrupt or inhibit other contractors or employees.

Supervision

- A. The Contractor shall provide all supervision on-site to coordinate and inspect work. The Contractor shall designate a supervisor or point-of-contact (working foreman is acceptable) readily available to the designated CML representative when work is being performed.
- B. The Contractor on-site supervisor/foreman shall check-in with designated CML representative daily (in person or by telephone) prior to starting work. The on-site supervisor/foreman will also contact the designated CML representative for inspection after completing the work or leaving for the day.

Performance

- A. CML requires quality work performed in a competent manner. All Contractor employees shall have the required skills and capability to meet these specifications with limited direction from CML staff.
- B. The Contractor shall have sufficient employees, vehicles, and equipment to provide services simultaneously at up to three (3) CML locations and on an emergency basis.

- C. At any time after the bid submission and before the Contract is awarded, and at any time during the duration of this Agreement, CML shall be granted the right to inspect a Contractor's facility to verify equipment status, vehicle status, and employee rosters within twenty four (24) hours of such a written request.
- D. All services will be scheduled by CML at least seven (7) days in advance. The Contractor shall confirm appointments in writing. In the case of inclement weather, the Contractor shall contact the CML designee for this project in writing at least two (2) hours prior to the agreed upon start time for instructions on how to proceed. CML and the Contractor may establish a mutually agreeable make-up date for services.
- E. CML will be the sole judge concerning the merits of products, materials, and/or services(s) provided in accordance with specifications set forth in this document, or if it is determined the Contractor is operating in violation of federal, state and local applicable laws and ordinances.
- F. Contractor will correct or cause to have corrected any substandard work as requested by CML prior to the conclusion of the corresponding task order.
- G. No notice of completion, delivery memo, invoice or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the designated CML representative.
- H. Work may be performed during normal working hours if it does not interfere with pedestrian traffic or other functions in the work area. However, bidders should price accordingly for the bulk of the tasks to be performed after business hours and on weekends.
- I. The Contractor shall monitor all deliverables and Services and shall promptly notify CML, by telephone or other means, of any failure to provide such deliverables and/or services in accordance with the schedules provided herein. CML shall determine if failure to provide such deliverables and/or services has caused or is likely to cause impairment to the operation of CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and/or services has caused or is likely to cause such impairment or inconvenience, then the CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions of the Department in this regard shall be final and shall not be arbitrary or capricious.

Identification

- A. Contractor personnel will always be in a uniform displaying the company logo and will display their CML identification badge at all times while on CML property.

- B. Contractor will immediately retrieve and return CML identification badges for personnel that have been terminated from employment or all badges at the conclusion of the contract.

Waste and Cleanup

- A. The Contractor shall be responsible for all waste generated by their work. CML will provide access to a stationary solid waste dumpster (not a portable contractor supplied dumpster) at each location for benign waste and associated debris. The Contractor shall not dump hazardous waste or potentially hazardous materials at CML supplied solid waste dumpsters.
- B. All hazardous waste shall be disposed of in accordance with applicable Federal, State, and Local laws, codes, rules and regulations.
- C. In the event that Contractors leave hazardous waste at a CML location and CML is cited by a regulatory authority, all associated fines and penalties shall be paid by the Contractor directly, or through a deduction of payables due to the Contractor. Repeated violations may result in termination of this Agreement.
- D. The Contractor shall be responsible for all on site cleanup at the conclusion of each work day.

Use of Property

- A. There will be no office, storage or disposal space provided to the Contractor.
- B. The CML Representative will provide the Contractor or Subcontractors with designated parking. Contractor vehicles are required to park in designated parking areas that are available at each Campus.

CONTRACTOR QUALIFICATIONS

At the time of the bid submission, the Contractor shall have a minimum of three (3) years of experience in providing the services detailed in this specification and shall be currently providing these services.

Individual experience as a principal, officer, or employee of an organization cannot be used to satisfy this requirement. Experience as a subcontractor cannot be used to satisfy this requirement.

The Contractor shall be required to provide a minimum of three (3) references for similar projects outlined in this specification completed within the previous three (3) years upon request of CML.

WARRANTY

The Contractor shall warrant for a period of sixty (60) days after final acceptance of services, including any and all construction work, installations, additions, and modifications, and that such additions, modifications and equipment, and all component parts shall be free from defects in material and workmanship and shall operate in accordance with their intended uses and manufacturers published specifications, or better. The warranty period shall commence after the installation or work has been completed by the Contractor and accepted by CML.

CML will use its best efforts to notify the Contractor during the warranty period if any installation and/or component is not in good working order.

The Contractor shall repair or replace, at CML's sole option, any installation or parts not in good working order, at no additional cost to CML, within five (5) business days from oral or written notification by CML.

The Contractor shall provide and bear the cost of all labor and materials required to meet its obligations under this warranty.

Liquidated Damages

If the Contractor fails to commence services at the time and date agreed upon in writing between CML and Contractor, the Contractor shall be subject to fixed and liquidated damages in the amount of fifty dollars (\$50.00) per hour or portion thereof, and not to exceed four hundred dollars (\$400.00) per day until services commence.

If the Contractor fails to respond to calls for Emergency Services as defined herein, the Contractor shall be subject to fixed and liquidated damages in the amount of one hundred dollars (\$100.00) per hour or portion thereof, and not to exceed eight hundred dollars (\$800.00) per day until services commence.

All charges for liquidated damages shall be deducted from invoices due to the Contractor. If there are no outstanding invoices due to the Contractor, the Contractor shall issue a payment to the CML based on the calculation of liquidated damages. The assessment of liquidated damages shall be documented and verifiable and shall not be arbitrarily or capriciously assessed.

COMPENSATION

For Pressure Washing and High Window Cleaning

Contractor shall provide a fixed, not to exceed price for pressure washing and high window cleaning at each location for each year. This price will be multiplied by the quantity of services

at each location to establish a total price per location. The total price per location will be calculated for all locations for all years to establish the total bid price.

The fixed, not to exceed price for power washing and high window cleaning services shall be all inclusive, and shall include but shall not be limited to, labor, materials, supplies, warranty, capital equipment costs, statutory payroll taxes, worker's compensation, social security, fringe benefits, overhead, equipment rental costs, taxes, insurance, bonds, transportation costs, shipping and freight costs, travel time, vehicles, tools, attendant expenses, consumable materials, general and administrative expenses and contractor profit. The fixed, not to exceed price submitted at the time of the bid shall be binding and shall not be subject to any additions, markups, percentage multipliers, or cost of living adjustments.

For Emergency Pressure Washing Services

The Contractor shall submit a fixed hourly rate for emergency pressure washing services. The fixed hourly rate for services shall include, but shall not be limited to, labor, materials, supplies, warranty, capital equipment costs, statutory payroll taxes, worker's compensation, social security, fringe benefits, overhead, equipment rental costs, taxes, insurance, bonds, transportation costs, shipping and freight costs, travel time, vehicles, tools, attendant expenses, consumable materials, general and administrative expenses and contractor profit. The fixed hourly rate shall be binding and shall not be subject to any additions, markups, percentage multipliers, or cost of living adjustments.

When submitting Bids for the Work to be performed, Bidders must:

1. Refer to the Bid Price Submission Form (Appendix B, tabs for Year 1, Year 2, and Year 3). The bid price submission form must be completed in its entirety for all locations for all years to be considered.
2. Submit a schedule or estimated project duration.

Term of Agreement

This agreement shall run for three (3) consecutive years from the date of commencement, unless otherwise modified, as outlined herein. This agreement may be extended upon mutual consent for a period of no longer than two (2) years, in one (1) year increments. Any modifications must be in writing with the consent of the CML Fiscal Officer.

PRE-BID CONFERENCE

A pre-Proposal conference will be held at Main Library, 96 S. Grant Ave., Columbus, Ohio on Thursday **September 26, 2019 at 9:00 AM** to permit any potential Bidder the opportunity to inspect the building, and to ask questions pertaining to the Work. CML representatives will conduct a review of the bid documents and Work plans for interested bidders. Attendance is **not mandatory**, however, it is strongly encouraged. Other sites may be visiting by appointment or anytime during CML's normal business hours.

DIVERSITY

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

A completed Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal or Bid. Please refer to Appendix C: *Bidder'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 Bidder 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 Bidder 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 Bidder 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 Bidder 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.

BID REQUIREMENTS

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

All responses to this ITB shall be in the following prescribed format.

BID INSTRUCTIONS

Each Bidder must submit an original bid package to CML. Each Bidder must submit one (1) original Bid, completed and signed in blue ink in a sealed envelope. The bid submission shall include the following:

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 ninety (90) days.
- C. Identification of all the material enclosures submitted in response to this ITB.
- D. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet all requirements 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 Work, including but not limited to:

- A. An inventory of all Contractor owned and/or leased vehicles that will be used on this project, including the year, make, and model of all vehicles.
- B. An inventory of all Contractor equipment that is owned and/or leased that will be used on this project, with the exception of consumable materials. (i.e. pressure washers, pumps, water reclamation equipment, portable extended window cleaning equipment, etc.)
- C. A description of the Contractors quality control program.

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.
- B. Three (3) references for projects similar to that outlined in the specifications

completed within three (3) years of the date of the bid submission.

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

- A. The Staffing Plan will outline who will do the Work, including all subcontractors.
- B. The number of employees employed by the Bidder’s company.

5. Completed Bid Price Submission Form

Appendix B – Bid Price Submission Form without modification, alteration, or modification. Any qualifications, markings, or exceptions will not be considered and CML may not consider the bid submission.

6. Completed Acknowledgement of Addenda Form (Bid Submission Form #2)

7. Invitation to Bid Cover Sheet

8. Appendix C - Bidders Diversity and Inclusion Participation Form

Bids must be received by the Procurement staff at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 PM on Tuesday, October 15, 2019**. Bidders will be issued a time-stamped receipt from the Procurement staff confirming the receipt of the bid documents. Commercial delivery notifications will not be accepted.

Any bid (“Bid”) arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services. Bids are to be delivered to the following address:

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

EVALUATION CRITERIA

1. Responsive Bids will be evaluated based on the lowest Total Bid Price.
 - a. Responsive bidders are defined as a bidder that has submitted a bid that fully conforms in all material respects to the ITB, including all forms and substance.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Web-site: 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 and are responsible to acknowledge the receipt of the addenda with their bid submission.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Bid in response to this ITB is the Bidder's acknowledgement that subjective criteria may be used in the evaluation of Bids. Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

ITB & BID QUESTIONS

Any questions regarding this ITB must be sent to procurement@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than 5:00 PM, seven (7) days prior to the bid due date.

Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Web site at www.columbuslibrary.org/about/doing-business. The Library will make every attempt to respond to questions in a timely manner. All questions received prior to seven (7) days of the bid due date will be answered in the form of an addendum no later than five (5) days prior to the bid due date.

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	September 17, 2019
Pre-bid Conference	September 26, 2019
Inquiry Period Ends	Seven (7) Days prior to the Bid Due Date
Final Response to Vendor Questions	Five (5) Days Prior to the Bid Due Date
Due Date	October 15, 2019
Selection of Successful Bidder	TBD

BID PRICE SUBMISSION FORM

Instructions:

The Contractor shall provide a fixed, not to exceed price for pressure washing and high window cleaning at each location. This price will be multiplied by the quantity of services at each location to establish a total price per location. The total price per location will be calculated for all locations to establish the total bid price.

The fixed, not to exceed price for power washing and high window cleaning services shall be all inclusive, and shall include but shall not be limited to, labor, materials, supplies, warranty, capital equipment costs, statutory payroll taxes, worker's compensation, social security, fringe benefits, overhead, equipment rental costs, taxes, insurance, bonds, transportation costs, shipping and freight costs, travel time, vehicles, tools, attendant expenses, consumable materials, general and administrative expenses and contractor profit. The fixed, not to exceed price submitted at the time of the bid shall be binding and shall not be subject to any additions, markups, percentage multipliers, or cost of living adjustments.

The fixed, not to exceed price submitted at the time of the bid shall remain in effect for one (1) full calendar year from the date of submittal.

CML is a tax exempt entity.

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 Work 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 Work 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 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: 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 infraction 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.

Appendix A

Pressure Washing and High Window Cleaning ITB Number: CML #19-020

Schedule – Pressure Washing

Pressure Washing

Branch	Annual Frequency	Months Washed	Comments
Driving Park	4	April - June - Aug	
Dublin	2	June - September	
Franklinton	3	May - July - September	Include back concrete stairs
Gahanna	2	May - July	
Hilliard	2	April - June	Main entrance area and staff only
Hilltop	2	April - July	
Karl Rd.	3	May - July - September	
Linden	3	April - June - Aug	
Livingston	3	April - July - September	
Main	4	April - June - Aug - September	Include patio and front entry
MLK	3	May - July - September	
New Albany	2	April - July	
Northern Lights	2	April - July	
Northside	3	May - July - September	Include beams in front of building
Parsons	3	May - July - September	
Reynoldsburg	3	April - June - Aug	
Shepard	3	May - July - September	
South High	3	April - June - Aug	
Southeast	2	May - July	
Whetstone	2	April - July	
Whitehall	3	April - June - Aug	

Appendix A

**Pressure Washing and High Window Cleaning
ITB Number: CML #19-020**

Schedule – High Window Cleaning

High Window Cleaning		
Branch	Total Times Per Year	Months Washed
Driving Park	4	March - June - Aug - Oct
Dublin	4	March - June - Aug - Oct
Franklinton	4	May - July - September
Gahanna	4	March - June - Aug - Oct
Hilliard	3	March - June - Aug - Oct
Hilltop	4	March - June - Aug - Oct
Karl Rd.	4	May - July - September
Linden	3	April - June - Aug
Livingston	3	April - July - September
Main	4	March - June - Aug - Oct
MLK	4	March - June - Aug - Oct
New Albany	4	April - July - September
Northern Lights	4	March - June - Aug - Oct
Northside	4	March - June - Aug - Oct
Operations Center	4	March - June - Aug - Oct
Parsons	4	March - June - Aug - Oct
Reynoldsburg	4	April - June - Aug
Shepard	4	March - June - Aug - Oct
South High	3	April - June - Aug
Southeast	3	April - July - September
Whetstone	3	April - July - September
Whitehall	4	March - June - Aug - Oct

Appendix B

Pressure Washing and High Window Cleaning **ITB Number: CML #19-020**

Bid Price Submission Form

The Pressure Washing Pricing Sheet can be found as a separate link located under the link to this RFP on the CML *Doing Business with the Library* Webpage.

Bidder shall submit this form in electronic format using the Excel Format exactly as provided herein.

Attachment C
Pressure Washing and High Window Cleaning
ITB Number: CML #19-020
Bidder's Diversity & Inclusion Participation Form

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

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

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Bidder 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	\$
	TOTAL BID	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

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

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

**Bid Submission Form #2
Acknowledgement of Addenda**

Project Description: Power Washing and High Window Cleaning

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 Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____

Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____

Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II: Check Box if Applicable: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____