

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Grounds Maintenance – Various Locations

Issue Date: February 4, 2019

RFP Number: CML # 19-004

Issued by:

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

Deadline for Submittal:

February 18, 2019
No later than 12:00 Noon



Wanda Dixon, Procurement Analyst
 Procurement Department
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wdixon@columbuslibrary.org

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) *Grounds Maintenance – Various Branches*. The RFP Identification Number is CML 19-004.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Monday, February 18, 2019**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted no later than 5:00 p.m. on Friday, February 8, 2019 to procurement@columbuslibrary.org.

The Offeror (“Offeror”) declares to have read and understood and agrees 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 services at the prices proposed.

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

Federal Taxpayer Identification Number (TIN)		
Name of person signing the 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.

OVERVIEW

The Columbus Metropolitan Library is seeking competitive Proposals for Grounds Maintenance, Fertilization and Aeration for seven (7) CML branch locations based on the attached specifications. The services will be divided into two (2) regions, as indicated on the attached specifications. These regions are denoted as Region 1 and Region 6 the remaining four (4) regions are currently contracted. Refer to a separate link next to the RFP on the CML Website for attached documents.

GENERAL INSTRUCTIONS

The contractor ("Contractor") shall furnish all labor, materials, equipment services and supervision required to complete the work ("Work"), complying with the specifications outlined herein.

The Offeror shall examine the work site(s) prior to submitting a Proposal. The submission of a Proposal shall be evidence that this requirement has been met. Failure to inspect the site(s) prior to submitting a Proposal 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, 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.

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 #19-004** and title of **Grounds Maintenance – Various Locations** 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 #19-004 Grounds Maintenance – Various Locations - Technical Proposal**” on the outside of each Technical Proposal package’s envelope. Each Cost Proposal package must be clearly marked “**Number CML #19-004 Grounds Maintenance – Various Locations – 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 “**CML #19-004 Grounds Maintenance – Various Locations**”, 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 #19-004 Technical Proposal**” or “**CML #19-004 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 one (1) Cost Proposals in its package, plus electronic versions of each, to the following:

Columbus Metropolitan Library
Attn: Dan Jones, Procurement Buyer
96 South 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.

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. Cover Letter

A cover letter, on the Offeror’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 Offeror legally to the extent of work and financial obligation outlined in its Proposal.

- B. A statement that the Proposal will be valid for 180 days.
- C. Identification of all the material enclosures submitted in response to this RFP.
- D. A summary of the submitted Proposal and a brief statement of the Offeror's qualifications to meet the needs as described in this RFP. This information shall include:
 - I. The names of the individuals involved in the preparation of the Proposal and their relationships to the Offeror.
 - II. The name, address and telephone number of the individual to whom inquiries relating to the Proposal shall be directed.
- E. A statement that the Offeror agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Offeror understand all requirements of the RFP.

2. **Project Overview (“Work Plan”)**

The Work Plan should include a detailed description as to how the Offeror will deliver on every aspect of the Project.

3. **Offeror’s Qualifications**

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

- A. Statement of Affirmation as to Offeror's ability to perform the Work.

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

The Staffing Plan will outline who will do the Work, including subcontractors.

Include the number of employees employed by the Offeror's company.

5. **Response to Scope of Services Requirements**

A statement as to how the services will be provided.

6. **Completed Proposal Price Schedule**

Please submit your fees per Appendix B.

ADDITIONAL INFORMATION

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

- Submission of a Proposal in response to this RFP is the Offeror's acknowledgement that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Offeror determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

RFP& PROPOSAL QUESTIONS ADDITIONAL INFORMATION

- Addenda to this RFP 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 RFP opening. Offerors are responsible for any information provided in any and all issued addenda.
- 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.
- One PO per CML Location will be issued for both the fire and security system replacements. CML will issue payment for the necessary parts needed to complete this project once all items have been received and inspected. Final payment will be made per location, once the project punch list is 100% completed.
- Times referenced herein are Columbus, Ohio local time.
- Submission of a Proposal in response to this RFP is the Offeror's acknowledgement that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Offeror determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

RFP & PROPOSAL QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. on Wednesday, February 8, 2019.**

Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Web site at www.columbuslibrary.org/about/doing-business. Answers will be posted **no later than 5:00 p.m. on Friday, February 8, 2019.**

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	February 4, 2019
Inquiry Period Ends	February 8, 2019 @ 12:00 Noon
Final Response to Vendor Questions	February 11, 2019 @ 5:00 pm
Due Date	February 18, 2019
Selection of Successful Offeror	TBD

GROUNDS MAINTENANCE SPECIFICATIONS

GENERAL CONDITIONS

- A. These specifications are issued by the Columbus Metropolitan Library, hereinafter referred to as the Library or CML.
- B. Work items set forth in these specifications shall be performed at all the Library's branches.
- C. It is the intention of the Library to enter into contracts with multiple contractors to perform the Work items listed in each subsection of these specifications. The same contractor ("The Contractor") may be responsible for groups of branches as indicated on Proposal Price Schedule.
- D. All landscaping work is expected to be completed in a professional manner, if any of the contracted services are not completed to the Library's expectations that service will need to be completed again to the Custodial Supervisors satisfaction.
- E. Contractors may only subcontract the fertilization section of this Contract. Contractors will be held responsible for the timely completion of all Work items. The Library will accept only a single monthly statement for all Work items. The total annual cost of the Contract will be divided into equal amounts from the start of the Contract until the end of the calendar year.
- F. The initial period of this contract shall be for three (3) years, with an option to renew for two (2) one-year periods, subject to the overall acceptance of contractual work by the Library. Either party will maintain the right to cancel the Contract according to the terms of the Contract.
- G. The Library's representative in all dealings with the Contractor shall be the Custodial Supervisor or Operations Manager.
- H. All lawn, shrub, tree fertilization and aeration shall be scheduled in advance with Custodial Supervisor. These fertilizations cannot be skipped.
- I. CML dumpsters are not to be used for any type of lawn waste.
- J. During the period of this Contract, CML's branches may go on or off line depending on planned construction through the 2020 project.
- K. Any additional landscape service will need to be quoted. CML reserves the right to choose the best qualified Proposal / Offeror for the additional landscape service(s).

WORK SPECIFICATIONS

Grass mowing

- A. All grass surfaces will be mowed on a weekly basis once the growing season starts. (Only exception for weekly mowing will be during a summer drought, and approved by CML Management.) Mowing will stop once the growing season ends, and all fall clean ups have been completed. There is no specific number of lawn mows per year to be identified in this RFP or pricing structure.
- B. Remove all trash and debris from lawn areas prior to mowing each week.
- C. All lawns will be mowed with commercial grade lawn equipment that is properly maintained, and has all manufacturer safety devices installed on said equipment.
- D. Grass height will be maintained at 3.5" during the season and cut ¼" shorter for the fall clean up.

- E. Any Library property (grassy areas, buildings, parking lots, etc.) that is damaged by the Contractor's equipment will be repaired at the cost of the Contractor.
- F. Contractors will provide the CML Custodial Supervisor a weekly mowing schedule to be followed unless interrupted by weather.
- G. Cuttings must not be visible on the lawn when cutting is completed. Sidewalks, alcoves, building foundations, low windows, curbs, etc. shall be free of grass clippings and debris upon completion of weekly mowing.
- H. Remove grass from joints, flower beds, and cracks in hard-surface areas and apply an approved herbicide to the joints and cracks to retard re-growth.
- I. Over seed all thin and worn areas that are 2,000 square inches or less. Replacement of grass in areas larger than 2,000 square inches shall be completed by a separate purchase order. The Contractor shall advise the Custodial Supervisor of all such areas needing attention.
- J. Contractor is responsible for all damage to irrigation system components, parking lot and in ground lighting fixtures.
- K. Bed, and sidewalk edging is to occur prior to the weekly mowing. A mechanical edging tool will be used on a bi-weekly frequency to keep a defined space between the solid surface and grass. (NOTE: Special care must be taken so as not to damage trees, the in-ground irrigation system, or any lawn furniture).
- L. It shall be the responsibility of the Contractor to advise the Custodial Supervisor of the need to water turf grass areas when weather conditions dictate. It shall be the responsibility of the Custodial Supervisor to coordinate application of water.

Bed Edging

- A. All beds will be edged in a uniform manner prior to applying any mulch to the property.
- B. Take special care not to extend the edge of the bed.
- C. Remove all bed edging discards from the property.
- D. Re-edging the sidewalks or other areas that abut a flat surface shall be done monthly. Such work shall be completed in a sharp-edged and straight line by means of an edging spade.

Bed Mulching

- A. Spring cleanup needs completed prior to laying any mulch.
- B. All flower beds, tree rings, shrub beds, or current mulched surfaces are required to be mulched once per year.
- C. A high quality, triple processed brown mulch is CML's standard and no other type will be allowed to be installed.
- D. Apply three (3) inches of new triple-processed dark brown hardwood mulch to all beds and tree rings. No earlier than May 1st.
- E. A weed preventer like (Preen,) will be installed to all flower beds, tree rings, or current mulched surfaces prior and during the mulching process. **Important:** Contractor is responsible for insuring a weed free landscape year round at no additional cost to CML.
- F. **Important:** if existing mulch is deemed excessive more than 4.5" thick remove weathered mulch and replenish with new to ensure a uniform cosmetic appearance throughout the grounds. Maintain a three-inch layer at all times. Mounding mulch in such a manner as to be detrimental to the tree is prohibited and any such occurrence will be corrected at Contractor's expense.

- G. Keep all planting beds and tree rings weed-free either manually or through the use of mechanical techniques. Remove all sucker growth from the base of trees as it occurs. The intent is to maintain a completely weed-free appearance at all times.
- H. Any annual and perennial planting scheme will be determined by the Custodial Supervisor. Planting stock and installation will be handled through a separate purchase order, to include all needed bed preparation.
- I. Installation of flowering plants is to be done at the direction and under the specific supervision of the Custodial Supervisor. At no time are flowering plants to be installed without the specific approval of the Custodial Supervisor. A separate PO will be issued for these cases.
- J. The planting scheme will be specific as to quantity, genus, species and variety. Substitutions are not to be made without prior, written approval from the Custodial Supervisor.

Spring and Fall Clean-Up

- A. Spring cleanup should be completed prior to applying any mulch to the property.
- B. During spring cleanup all leaves, sticks, and dead plant material should be removed.
- C. Decorative grasses should be trimmed to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended.
- D. Spring cleanup includes the pruning of all necessary plants and trees under 12 feet.
- E. Any plant material that blocks the CML signs should be removed.
- F. Fall cleanup will take multiple visits to ensure a professional appearance at all times during the fall season.
- G. Fall cleanup includes the pruning of all necessary plants and trees under 12 feet.
- H. Remove annuals after first hard frost and trim back perennials as directed by Custodial Supervisor.
- I. Remove fall leaves bi-weekly from premises to maintain an orderly appearance. (NOTE: this work shall be performed throughout October, November and December as necessary). At all times, leaves and debris should be removed from the lawn prior to mowing.
- J. Remove all plant debris from CML property.
Note: Some trees and shrubs may need pruned throughout the year to maintain a professional appearance. Any trees above 12 feet that needs pruned or removed, CML will issue a separate PO outside the normal landscaping contract.
Important: Main Library requires an early fall clean up and mowing, prior to the CML *"Celebration of Learning"* event normally held on the last Friday of October annually.

Fertilization and Weed Prevention

- A. CML will not specify type of herbicide to be used by the Contractor; however, material and application techniques must be approved by the Custodial Supervisor prior to application. To obtain such approval, the Contractor must meet with the Custodial Supervisor and provide written material specifications and a written description of application techniques. The Contractor shall not vary material or techniques except with the express permission of the Custodial Supervisor.
- B. Pre-emergent plus crabgrass fertilizer should be applied in the spring, on all grass surfaces that are mowed.
- C. Liquid broad leaf chemical treatment.
- D. Apply early summer fertilizer plus weed control in May.
- E. Apply late summer fertilizer plus insect control in early July.
- F. Apply early fall fertilizer and grub control in mid-September.

- G. Spot treat weeds not effectively controlled by post and pre-emergent applications (NOTE: This work is to be performed as needed and includes all bed / mulched surfaces as well as grass areas.)
- H. A lawn spike identification tag will be left in the front lawn of every Library location stating what type of fertilizer was laid down, the day and time applied, and the name of the company that applied the fertilizer.
- I. Once a year, in the spring, perform lawn aeration at a rate of 18 core per square foot. Contractor is responsible for identifying and flagging all sprinkler heads. Contractor will reimburse the Library for any damage to irrigation system components and in-ground lighting fixtures.

Tree and Shrub Pruning

- A. Tree pruning shall be done twice per year. Once in the spring and in the fall to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended.
- B. Prune all trees using equipment and techniques accepted as standard practice by the profession. (NOTE: tree pruning shall be done by the contractor to a height of 12 feet. Work above 12 feet shall be handled by separate purchase order with a tree specialist).
- C. Prune all shrubs using equipment and techniques accepted as standard practice by the profession. (NOTE: pruning shall be performed as necessary to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended, possibly more than twice a year.)
- D. Apply fertilizer to all trees at the appropriate time in the fall.
- E. Contractor is responsible for notifying the Custodial Supervisor of the need for insect and/or disease control (e.g., bagworms, termites, leaf spot, blight, etc.).

Other Items

- A. All seeding or sodding, except as provided by the above specifications, shall be handled by a separate purchase order.
- B. The Contractor shall advise the Custodial Supervisor of all such areas needing work of the type set forth in these exclusions.
- C. Annual and perennial planting stock provided shall be handled by a separate purchase order.
- D. Main Library requires extra maintenance of the flower beds, and the park area behind the Library. The grass is expected to be cut to show straight stripped lines. The small hills in the park must be mowed by hand and the Contractor must take special care to not scalp these hills.
- E. New Albany Library only requires the landscape maintenance of the trees and shrubs on a weekly basis.

Audits

Landscaping audits will be completed on a monthly basis at random CML Facilities. These audit are completed to ensure a professional exterior appearance of all CML properties. Contractors will be scored on the following items: Grass Mowing, Edging, Weeding, Flower bed appearance, Tree Trimming, Mulching, and Leaf clean up during spring and fall. If the audit receives a failing grade, the Contractor will be asked to remedy the failed issue within five (5) business days at no charge to the Library. The audit sheet that CML Staff will use is in Appendix A.

Award

CML may award the Contract to as many Contractors as necessary to achieve the desired outcome.

Selection Process

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

TABLE 1 - SCORING BREAKDOWN

Criteria	Maximum Allowable Points
Proposal Technical Requirements	500 Points
Proposal Cost	125 Points
Total	625 Points

The scale below (0-5) will be used to rate each proposal on the criteria listed in the Technical Proposal Evaluation table.

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 Technical Score in Table 2. 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 Offeror’s Proposal must be complete in its content such that it addresses, in detail, how it meets all requirements of the RFP.

Criteria that will be considered, during the technical proposal evaluation, include; however, shall not be limited to, the following:

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.
2. Quality of the proposed solution.
3. Stability and viability of the product and Offeror.
4. Offeror’s experience on projects of similar scope.
5. Input from reference contacts.

Refer to Table 2 for specific criteria and respective weights.

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.

Specific criteria that will be considered, during the evaluation, include:

Evaluation of Technical Proposal

TABLE 2 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>	<u>Score</u>	<u>Ext’d</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.	30		
2. Quality of the proposed solution includes, but is not limited to, the following: a. Comprehensive Work Plan per the RFP. b. Offeror’s Staffing Plan. c. Demonstrated ability of Offeror to meet requirements.	40		
3. Offeror’s experience on projects of similar scope.	20		
4. Input from reference contacts.	10		
Total Technical Score:			

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.

COST PROPOSAL POINTS. CML will calculate the Offeror's Cost Proposal points after the Offeror's total technical points are determined, using the following method:

Cost points = (lowest Offeror's cost/Offeror's cost) x Maximum Allowable Cost Points as indicated in the "Scoring Breakdown" table. The value is provided in the Scoring Breakdown table (Table 1).

"Cost" = **Total Not-to-Exceed Cost** identified in the Cost Summary section of Offeror Proposals. In this method, the lowest cost proposed will receive the Maximum Allowable Points.

The number of points assigned to the cost evaluation will be prorated, with the lowest accepted cost proposal given the maximum number of points possible for this criterion. Other acceptable cost proposals will be scored as the ratio of the lowest price proposal to the proposal being scored, multiplied by the maximum number of points possible for this criterion

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 Library 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.

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Request for Proposal (RFP), including the Instructions and Interpretations to Offeror, the Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications, and any written addenda to the RFP; the completed sealed written Proposal, including proper modifications, clarifications and samples; and applicable, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the "Contract"). The terms solicitation and Request for Proposal (RFP) 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 Proposal submitted to CML in response to an RFP (referred to as the "Supplier" or the "Contractor" in these Terms and Conditions) and Columbus Metropolitan Library (CML). References to "Vendor" in any of the contract components are deemed to refer to the Supplier or Contractor selected to provide the specified equipment, supplies and/or services that are the subject of the Contract.

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

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

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

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

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

Standard Invoice and Payment

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

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

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

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

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

Contract Renewal: This Contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

Delivery

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

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

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

- A. **Contract Performance is Substantially Endangered:** If the Supplier's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

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

Remedies for Default:

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

Force Majeure: If CML or Supplier is unable to perform any part of its obligation under this Contract by reason of force majeure, the party is excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: Acts of God, such as epidemics, lightning, earthquakes, fires, storms, hurricanes, tornadoes, floods, washouts, droughts, and any other severe weather; explosions; arrests; restraint of government and

people; strikes; and any other like events or any other cause that could not be reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

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

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

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

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

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

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

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Offeror's Proposal not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Manager of Purchasing. Failure of the Supplier to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned,

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

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

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

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

ADDITIONAL TERMS:

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

Appendix B
Cost Proposal
Grounds Maintenance – Various Locations
CML RFP #19-004

The Grounds and Maintenance Cost sheet is located in a separate Excel file under the RFP link at the CML website.

Appendix C
Offeror's Diversity & Inclusion Participation Form
Grounds Maintenance – Various Locations
CML RFP #19-004

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal 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	\$
	TOTAL PROPOSAL	\$
	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.**

