

COLUMBUS METROPOLITAN LIBRARY

# Invitation to Bid

## Waste Removal Services ITB

**Issue Date: March 25, 2025**

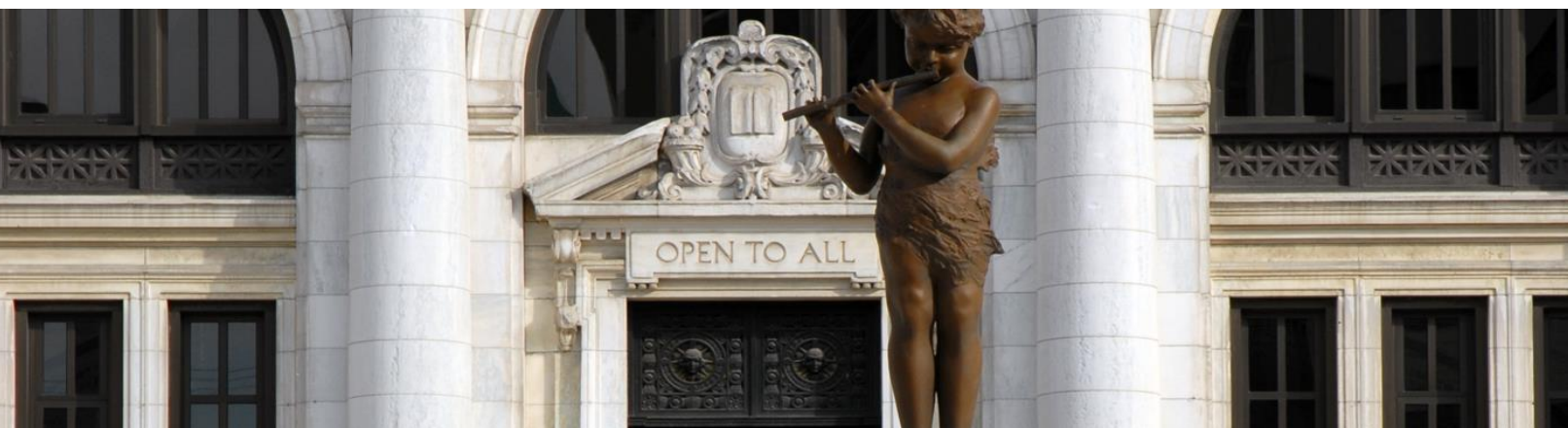
**ITB Number: CML #25-011**

**Issued by:**

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

**Deadline for Submittal:**

April 14, 2025  
No later than 12:00 Noon



# INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for *Waste Removal Services*. The ITB Identification Number is **CML #25-011**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 pm on April 14, 2025 EST**. Any Bidder (“Bidder”) arriving after 12:00 pm will be marked late and will receive no consideration for selection to provide the specified services. The Library reserves the right to waive any defect or technicality in any bid received or to eliminate any firm that submits an incomplete or inadequate bid or that is not responsive to the requirements of the ITB.

All questions or requests for clarifications should be submitted to in writing via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) no later than 5:00 pm, April 4, 2025. “Doing Business With Us” page of the Library’s website at [www.columbuslibrary.org/doing-business](http://www.columbuslibrary.org/doing-business). The Library will post responses on April 8, 2025 before 5 pm. Respondents are responsible for accessing, reviewing, and acknowledging any addenda in accordance with this ITB prior to submitting a bid. CML shall not be held liable for technical or other issues or obstructions.

The Bidder (“Bidder”) declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this ITB and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed. The Bidder certifies, by signature affixed to this Request for Bidder Cover Sheet, that the information provided by it in response to the ITB, including certified statements, is accurate and complete. By submitting a response to this ITB, the Bidder acknowledges that it complies with applicable federal, state, and local laws and regulations.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Bidder (Please print or type)	Title	
Bidder Name		
Mailing Address		
City	State	ZIP
Telephone		
Contact Person		
E-mail Address		
Authorized Signature - please use Blue Ink, DocuSign or Adobe Sign.		

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BIDDER.**

# OVERVIEW

The Columbus Metropolitan Library seeks competitive bids from qualified firms to provide rental, pickup, delivery and replacement of trash and recycling collection receptacles, scheduled pickup of recycling and trash, post collection, sorting, recycling, and disposition of recyclable materials and trash. from at all CML facilities, as needed.

## **SCOPE OF WORK**

### I. Scope of Services

- A. CML operates twenty-five (25) CML Facilities in the Columbus Metropolitan area. These facilities include the Main Library, Branches, and an operations center. These facilities produce recyclable materials and trash from employees and customers. (Appendix A)
- B. CML is seeking the Services of a qualified Contractor to provide rental, pickup, delivery and replacement of trash collection receptacles, scheduled pickup of recycling and trash from CML facilities, as needed pickup of recycling and trash, post collection sorting, recycling, and disposition of recyclable materials and trash.
- C. CML does not limit the hours when collection may occur. However, all collections shall be completed in accordance with all applicable noise and operating regulations of the jurisdiction where Services are required.
- D. The Services in this Agreement shall include, but shall not be limited to:
  - 1. Rental of trash collection receptacles
    - a. Within twenty-four (24) hours of the commencement of this Agreement, the Contractor shall distribute trash collection receptacles at the designated CML locations in accordance with the size requirements listed in Appendix A of this Agreement.
    - b. The trash collection receptacles shall remain the property of the Contractor and shall be properly maintained at all times.
    - c. All receptacles – front load and top load- shall have lids and shall have the capability to be locked by CML personnel.
    - d. Any damage to the lids, bars, locking or lifting mechanisms shall be repaired or replaced at no charge by the Contractor within twenty-four (24) hours of notification by the CML Authorized Representative.
    - e. CML may make reasonable requests to the Contractor to clean trash collection receptacles. The Contractor shall not arbitrarily reject these requests and shall make reasonable efforts to clean these units at no additional charge to CML.
    - f. CML may make reasonable requests to the Contractor to replace damaged, dented, rusted, or otherwise unsuitable receptacles. The Contractor shall not arbitrarily reject these requests and shall make reasonable efforts to replace these units at no additional charge to CML.
  - 2. Scheduled pickup of recycling and trash
    - a. Within seven (7) days of the commencement of this Agreement, the Contractor and the CML Authorized Representative shall jointly develop a collection

- schedule for all CML facilities listed in Appendix A of this Agreement, based upon the published frequency.
- b. CML reserves the right to modify the locations, frequency or quantity of recyclable material and trash collection pursuant to this contract. The per-service rates at each location shall remain applicable for any additional collections requested by CML.
  - c. In the case of missed collections due to weather or other circumstances, the Contractor shall reschedule the collection to occur within forty-eight (48) hours of the scheduled collection time.
3. As-needed pickup of recycling and trash
    - a. The CML Authorized Representative may make requests for as-needed pickup of recycling and trash at a particular CML Facility outside of the scheduled collection. The Contractor shall schedule all as-needed pickups within forty-eight (48) hours of request by the CML Authorized Representative. All as needed pickups shall be billed at the same rate as the scheduled pickup for that location.
  4. Post collection sorting and disposition of recyclable materials
    - a. CML will permit (1) trash receptacle at each location for all materials, including but not limited to, paper, plastic, glass, food waste, organic material, and general refuse. With the exception of the Hilliard, Dublin and Main Library due to the existing coffee shops doing business within the Library. These locations will have a sole recycling and waste dumpster at each facility.
    - b. The Contractor shall be responsible for the collection of all materials at one time. All materials are to be returned to the Contractor's facility or the designated sorting facility used by the Contractor for post collection sorting of trash and recyclable materials.
    - c. All materials shall become the property of the Contractor upon collection. The Contractor shall make reasonable efforts to recycle as much CML collected waste as possible. The Contractor shall be responsible for any revenue generated or costs incurred related to the sorting and/or disposition of materials.
  5. Special terms and conditions for Main Library and Operations Center
    - a. The Main Library and Operations Center have a thirty cubic yard open top trash collection receptacle at these locations. The Contractor shall have the capacity to collect accumulated trash and recyclable materials at these locations in accordance with the frequency listed in Appendix A of this Agreement.
  6. Reporting and compliance
    - a. At the time of the bid submission, the Contractor shall report to CML the trash collection and sorting facilities, as well as the recycling centers, depots, and other facilities that the Contractor intends to use on the CML engagement.
    - b. The Contractor shall provide CML an annual report of all waste collected at each location. The annual report shall include, but shall not be limited to, total cubic yards of trash collected, total amount of recyclable material processed, and total percentage of recyclable material processed on behalf of CML. The annual report shall be submitted to the CML Authorized Representative no later than January 3<sup>rd</sup> of each year of this Agreement.

7. Invoices -
  - a. The Contractor shall submit one (1) invoice on a monthly basis to CML in accordance with the Standard Invoice and Payment provisions of the Contract terms and conditions. The invoice shall be inclusive of all fees authorized by CML. CML will not accept invoices on a daily, location, or weekly basis.
8. Contractors are hereby advised that this Contract will be in effect during Phase 2 of the 2020 Building Program. CML facilities will be closed and/or relocated during the term of this Agreement. For locations that are relocated or added during the term of this Agreement, CML will make a written request to the Contractor notifying them of the change and shall request a change order reflecting the location modification.
9. CML and the Contractor will jointly modify the pick-up schedule to add these locations.
10. All modifications shall be in writing in the form of a Contract amendment approved by the CFO.
11. The Contractor shall be responsible for repairing any damage to a CML facility caused by acts of the Contractor. The Contractor shall immediately notify the CML authorized Representative of any damage and coordinate any repairs with the CML Authorized Representative within seven (7) days of the incident, without exception.
12. CML shall have the right to inspect the Contractor's facility prior to the award of the Contract and at any time during the duration of this Agreement. Requests for inspection shall be submitted to the Contractor in writing and shall be honored within forty-eight (48) hours of request by the CML Authorized Representative.
13. The Contractor shall follow all site-specific directions offered by the CML Authorized Representative.
14. Outside of the posted hours of operation of each CML facility, the only people permitted inside CML facilities are CML employees designated by the CML Authorized Representative and the Contractor. Under no circumstances can the Contractor permit access to any other person, other than people specifically designated by the CML Authorized Representative.
15. Smoking is not permitted in any CML facilities, loading docks, or parking garages.
16. In the event the Contractor takes an action that causes a police, fire, or emergency response or a response from the CML fire and/or intrusion monitoring contractor, the Contractor shall be responsible for any fees, costs, fines or penalties associated with said response. Any fees, costs, fines or penalties will be deducted from the Contractor's monthly invoice. CML reserves the right to waive this fee.
17. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.
18. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide such deliverables and services have caused

or is likely to cause impairment to the operation or an inconvenience to CML. If it is determined that such failure has caused or is likely to cause such impairment or inconvenience, then 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 by CML in this regard shall be final and shall not be arbitrary or capricious.

### **Contractor Qualifications**

- A. At the time of the bid submission, the Contractor shall have a minimum of three (3) years of experience trash and recyclable materials collection services similar to what is described in these specifications and shall be currently providing these services.
- B. At the time of the bid submission, the Contractor shall be listed on the Franklin County Public Health list of Solid Waste Haulers and shall remain listed for the duration of this agreement. Failure to remain listed at any time may constitute immediate cause for termination of this Agreement.
- C. At the time of the bid submission, the Contractor shall have an established relationship with a recycling and sorting facility to perform all recycling and sorting tasks associated with this Agreement. The Contractor shall submit proof of this partnership by way of a signed letter by way of a signed letter by a company officer of the recycling and sorting facility with their bid package. If the Contractor intends to self-perform this requirement, it shall submit a signed letter by an officer of the company affirming its intent to self-perform this requirement.
- D. Experience as an employee, subcontractor, director, or principal of another organization will not be accepted.
- E. The Contractor shall provide at least three (3) references for engagements within three (3) years of the proposal submission date for customers with a minimum of twenty (20) locations that require monthly scheduled services. Contractor references shall be located in the Columbus Metropolitan Area. References shall include the customer name, engagement managers name, phone number, and email address. If CML is unable to contact the supplied reference(s), the Contractor shall supply additional references. Failure to do so may result in a determination of non-responsiveness and a rejection of the Contractor's bid.

### **Quality Control Services**

- A. The Contractor shall have a documented quality control program which shall be subject to inspection by CML.
- B. The Contractor shall produce results from its Quality Control program to the CML Authorized Representative within forty-eight (48) hours of request.

### **Liquidated Damages**

- A. If the Contractor fails to commence or complete Services within the time frames set forth in this Agreement, then the Contractor shall be subject to fixed and liquidated damages of one hundred dollars (\$100.00) per calendar day or portion thereof that the Contractor fails to complete the work.
- B. All charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from CML. In the event there is no money due to the Contractor, then the Contractor shall pay the amount of the charges due to CML within thirty (30) days of such assessment.

- C. Such liquidated damages shall be subject to the cure procedures set forth in Section IV (G) of this Agreement.

**Compensation**

- A. The Contractor shall submit a fixed, one-time fee for the delivery of trash and recyclable materials to all CML Facilities. This fee shall cover all costs for initial delivery, maintenance, potential replacements, and removal at the conclusion of this Agreement. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost-of-living adjustments, modifications, increases, or changes at any time.
- B. The Contractor shall submit a fixed fee for the scheduled and as needed collection services at CML Facilities, based upon the size of the receptacle listed on Appendix A of this specification. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost-of-living adjustments, modifications, increases, or changes at any time.
- C. The Contractor shall submit a fixed fee per ton for the disposal of trash and recyclable materials collected in the thirty cubic yard dumpsters at the Main Library and Operations Center. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost-of-living adjustments, modifications, increases, or changes at any time. The Contractor shall submit the actual weights of materials collected and disposed on their invoice and will be paid in accordance with said weight.
- D. The Contractor shall submit a bi-monthly fixed fee for the maintenance and refilling of the rodent and pest control materials at the Main Library. This fee shall be fully burdened, and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost-of-living adjustments, modifications, increases, or changes at any time.
- E. CML does not guarantee a fixed quantity of work. CML will compensate the only for services rendered and approved by the CML Authorized Representative.
- F. CML does not guarantee a fixed quantity of work. CML will compensate the Contractor only for services rendered and approved by the CML Authorized Representative.
- G. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.

- E. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.

## GENERAL INSTRUCTIONS

Bidder shall comply with the specifications and attachments in the Bid documents.

The Bidder shall examine attachments before submitting a Bid. Submitting a Bid shall prove that this requirement has been met.

The Bidder shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions.

The Bidder is responsible for all requirements as provided in this ITB and attached Project documents.

### **PRE-BID MEETING**

A virtual pre-bid meeting will be held **April 2, 2025, at 10:00 am** to permit potential Bidders the opportunity to ask questions about this project. Although the pre-bid meeting is not mandatory, attendance by any prospective Bidder is encouraged. Interested Bidders will be asked to RSVP to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) to receive the link to the meeting. An edited and annotated summary of the pre-bid meeting will be published in the form of an addendum to the solicitation and will be available on the Doing Business With Us page of the Columbus Metropolitan Library website, <https://www.columbuslibrary.org/doing-business/>

### **BID SUBMISSION REQUIREMENTS**

1. Bidders are cautioned to review all parts of the ITB carefully. No allowance may be made for any error or negligence of the Bidder.
2. Bids are to be prepared in such a way as to provide a straightforward, concise description of the Bidder's capabilities to satisfy the requirements of this ITB and provide sufficient information to fully establish the Bidder's ability to perform all of the actions, activities and functions described in this ITB.
3. Emphasis should be on conformance to the ITB instructions, responsiveness to the ITB requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Bidder are entirely the responsibility of the Bidder and shall not be chargeable to the Library.
5. All Bids must include all required items (equipment, hardware, services) as specified and shall not deviate from these. Bidders may provide alternates but only IN ADDITION TO specified requirements. Bids listing alternates but not base scope requirements shall be deemed non-responsive.
6. The Bidder must address all of the requirements listed in the ITB. All Bid Bidders must be emailed to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org), with the Bidder Identification Number **CML #25-011**, title, and Bidder name in the subject line and the file names.



## **BID SUBMITTAL**

Bids will be accepted until the time indicated in the ITB. Times referenced herein are Eastern Standard Time. The Library is not responsible for late email.

The award shall be made to the responsive and responsible Bidder with the lowest Bid price.

## **BID REQUIREMENTS:**

To facilitate the comparison of Bids, responses shall be organized into the following marked or tabbed sections.

Bid responses must be organized and submitted per the instructions in this section.

**Bids must include a table of contents listing all sections.**

### **1. Cover Letter**

A cover letter on the Bidder's letterhead shall be submitted and shall include, but need not be limited to, the following information:

- A. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
- B. A statement that the Bid will be valid for 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 are to meet the requirements described in this ITB. This information shall include:
  - a. The names of the individuals involved in preparing the Bidder and their relationships to the Bidder.
  - b. The name, address, and telephone number of the individual to whom inquiries relating to the Bidder 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 understands all requirements of the ITB.

### **2. Project Overview ("Work Plan")**

The Work Plan should include a detailed description of how the Bidder will deliver on every aspect of the Project. It must address exactly how the Offeror Bidder will provide all required services specified in this ITB, including, but not limited to, the "Minimum Contractor Qualifications," and "Scope of Services".

### **3. Statement of Firm Qualifications**

All Bids must include a statement of qualifications, experience and description of the firm and its history. The information included in this section shall include, but not be limited to, the following:

- A. Statement as to the Bidders particular abilities and qualifications to include, but not limited to:
  - a. Brief history of the company.
  - b. Product and service offerings.
  - c. Describe the core competencies.
  - d. The number of years the Bidder has been in business.
  - e. Primary corporate location's address.
  - f. The geographical area of operations and professional affiliations.

- g. Overview of the ownership structure of the company. Is the company private or public?
- h. Describe any alliances or strategic partnerships with other companies.
- i. Size and composition of the organization.
- j. Number of customers.

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

A description of the Bidder’s staffing plan for the CML project, which shall include but shall not be limited to:

- i. The name of each team member assigned to this project and the role assigned for each location.
  - ii. A brief resume of experience, certifications, skills and abilities of each team member.
  - iii. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
    - a. Lawsuits, judgments, liens, bankruptcies or claims made against the Offerors within five (5) years of the bidder due date.
    - b. Debarment from entering into Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the bidder's due date.
  - iv. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Bidder’s response
5. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the ITB submission. Executive-level summary of the proposed solution(s).
  6. Include any other information documentation believed to be pertinent but not specifically mentioned in this ITB that may be useful and applicable to this project.
  7. The Offeror must include a completed W-9 Form.
  8. The Offeror must provide a Certificate of Insurance (“COI”) with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and be indicated on the COI.
  9. A list of all assumptions and exceptions to the specifications outlined in the ITB.
  10. Completed Acknowledgement of Addenda Form – Appendix D

#### **BID PACKAGE**

The bid package shall contain the following items:

1. Completed Bid Price Spreadsheet – Appendix B
2. Completed Small and Emerging Business Enterprise Form - Appendix C

The - bid shall contain **all price information** in the format specified on the Appendix B – Bid Price Spreadsheet Form

Bidders may not amend, alter or omit any items on the Price -Bid Form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the -bid being determined to be non-responsive and rejected by CML. Prices offered shall be all-inclusive and shall remain fixed for the duration of the agreement. CML is a tax-exempt entity.

The bidder shall bear full responsibility for the ultimate proposed cost, notwithstanding any errors in calculations or worksheets.

### **ADDITIONAL INFORMATION**

1. Addenda to this ITB will be posted on our website at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business) by 5pm on April 8, 2025. Bidders are responsible for any information provided in 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.
4. Submission of a Bid in response to this ITB is the Bidder's acknowledgment that subjective criteria may be used in the evaluation of Bids. The award shall be made to the responsive and responsible -Bid determined to be the most advantageous to the Library.

### **QUESTIONS**

All questions regarding this ITB must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and must reference the ITB Identification Number and title of the ITB no later than **5:00 pm on April 4, 2025. CML will post written responses to all properly received questions no later than 5 pm on April 8, 2025.** Answers to all questions will be documented and posted on the "Doing Business with the Library" page of the Library's Web site at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business).

### **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 a thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	March 25, 2025
Virtual Pre-Bid Meeting	April 2, 2025 am at 10:00 am
Inquiry Period Ends	April 4, 2024 at 5:00 pm
Final Response to Vendor Questions	April 8, 2025
Due Date	<b>April 14, 2025 on or before 12:00 pm</b>
Selection of Successful Bidder	TBD

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

### **CONTRACT AWARD**

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

CML's intent is to enter into a contract with the Bidder with the lowest responsive offer. The selected Bidder will be invited to negotiate a contract with CML. The contents of the selected -bid, together with the ITB and any formal questions and answers generated during the -bid process, will be incorporated with and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within thirty (30) days, CML reserves the right to terminate negotiations and select the Bidder whose -bid is determined to be the next most advantageous to CML.

All Bidders that respond will receive notification if they have been selected or not.

### **Term**

- A. The term of this agreement shall be for three (3) years from the signature date of this Agreement, or another date mutually agreed between CML and the Contractor.
- B. At the conclusion of year three (3) of this Contract this agreement shall continue on a monthly basis with the terms and conditions herein in full force unless otherwise extended or amended.
- C. This agreement may be extended for two (2) years in one (1) year increments upon mutual consent of CML and the Contractor.
- D. The total duration of this agreement shall not exceed five (5) years.

## Columbus Metropolitan Library

# Standard Contract Terms and Conditions

### Contract Components, Entirety, Changes Interpretation

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

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

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

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

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

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact regarding 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: [accounts payable@columbuslibrary.org](mailto:accounts payable@columbuslibrary.org) . The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the Supplier noting the areas of discrepancy.

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

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

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

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

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

### **Delivery**

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

**Time of Delivery:** [Not required]

**Minimum Orders-Transportation Charges:** [Not required]

## **Contract Cancellation; Termination; Remedies**

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

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

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

### **Remedies for Default:**

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

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

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

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

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

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

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

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

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

**Automobile Liability:** Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Supplier. Any Supplier, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile



Liability Insurance that complies with the state and federal laws regarding financial responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

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

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

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

#### **ADDITIONAL TERMS:**

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. 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: [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

#### **OUTREACH AND INCLUSION**

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML strongly prefers for professional service providers who are certified Small and Emerging

Business Enterprises (SEBE) to provide CML with a diverse professional supplier representative of the central Ohio region in which they will be working and of the customers that CML serves every day. SEBEs are encouraged to respond to this solicitation.

A completed Appendix C – Small and Emerging Business Enterprise Form must accompany the completed Bid. Please refer to Appendix C to submit this form.

#### **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a response to this Invitation to Bid, the Contractor acknowledges that it complies with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

**Equal Employment Opportunity/Nondiscrimination.** The Contractor 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 Contractor 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 Contractor 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 complies with such requirements.

# Appendix A

## CML Locations, Receptable Sizes, and Collection Frequency

Location	Address	City	Zip Code	Dumpster Size	Frequency	Service Day
*Barnett	3434 E. Livingston Ave	Columbus	43227	8 yd. co-mix w/lock	1x/week	Friday
*Canal Winchester	115 Franklin Street	Canal Winchester	43110	8 yd. co-mix w/lock	1x/week	Wednesday
Driving Park	1422 E. Livingston Ave	Columbus	43205	8 yd. co-mix w/lock	1x/week	Thursday
Dublin	75 N. High Street	Dublin	43017	8 yd. co-mix w/lock + 4 yd. recycling	1x/week	Friday
Franklinton	1061 W. Town Street	Columbus	43222	4 yd. co-mix w/lock	1x/week	Thursday
Gahanna	310 Granville Street	Gahanna	43230	8 yd. co-mix w/lock	1x/week	Tuesday
Hilliard	4500 Hickory Chase Way	Hilliard	43026	8 yard w/4 yard recycling	1x/week	Wed/Fri
Hilltop	511 S. Hague Ave	Columbus	43204	8 yd. co-mix w/lock	2x/week	Mon/ Thurs
Karl Road	5590 Karl Road	Columbus	43229	8 yd. co-mix w/lock	2x/week	Mon/ Thurs
*Linden	2223 Cleveland Ave	Columbus	43211	8 yd. co-mix w/lock	1x/week	Friday
*Marion-Franklin	2740 Lockbourne Road	Columbus	43207	4 yd. co-mix w/lock & caster	1x/week	Thursday
Martin Luther King	1467 E. Long Street	Columbus	43203	8 yd. co-mix w/lock	1x/week	Wednesday
New Albany	200 Market Street	New Albany	43054	8 yd. co-mix w/lock	1x/week	Wednesday
Northern Lights	4093 Cleveland Ave	Columbus	43224	8 yd. co-mix w/lock	1x/week	Friday
Northside	1423 N. High Street	Columbus	43201	8 yd. co-mix w/lock	1x/week	Monday
Parsons	1113 Parsons Avenue	Columbus	43206	8 yd. co-mix w/lock	1x/week	Tuesday
Reynoldsburg	1402 Brice Road	Reynoldsburg	43068	8 yd. co-mix w/lock	1x/week	Friday
Shepard	850 N. Nelson Road	Columbus	43219	8 yd. co-mix w/lock	1x/week	Tuesday
South High	3540 S. High Street	Columbus	43207	8 yd. co-mix w/lock	1x/week	Thursday
Southeast	3980 S. Hamilton Road	Groveport	43125	8 yd. co-mix w/lock	1x/week	Tuesday
Warehouse	3021 4th Ave.	Columbus	43219	8 yd. MSW	1x/week	On Demand
Whetstone	3909 N. High Street	Columbus	43214	8 yd. co-mix w/lock	1x/week	Tuesday
Whitehall	4445 E. Broad Street	Columbus	43213	8 yd. co-mix w/lock	1x/week	Tuesday
Main	96 S Grant	Columbus	43215	30 yd. co-mix open top + 8 yd. MSW	1x/week	Thursday
Operations	400 W. Johnstown Rd.	Gahanna	43230	30 yd. co-mix open top	1x/week	Thursday

\*Under Construction

## **Appendix B**

### **Waste Removal Services ITB Number: CML #25-011**

#### **Bid Price Form**

The bidder price form spreadsheet can be found as a separate link located under the link to this ITB on the CML website page “Doing Business With Us <https://www.columbuslibrary.org/doing-business/> .” Please check all tabs to gather and insert required information.

## **Appendix C**

**Waste Removal Services  
Number: CML #25-011**

### **Small and Emerging Business Enterprise Form**

The CML “Small and Emerging Business Enterprise Form” is on our website, Doing Business With Us: <https://www.columbuslibrary.org/doing-business/>.

# Appendix D

**Waste Removal Services**  
**ITB Number: CML #25-011**

## Acknowledgment of Addenda

Project Description: Waste Removal Services ITB

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 Bidder 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 BIDDER.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: \_\_\_\_\_

Authorized Representative:

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_