

## COLUMBUS METROPOLITAN LIBRARY

# Request for Proposal

## Snow Removal Services

**Issue Date:** February 5, 2026

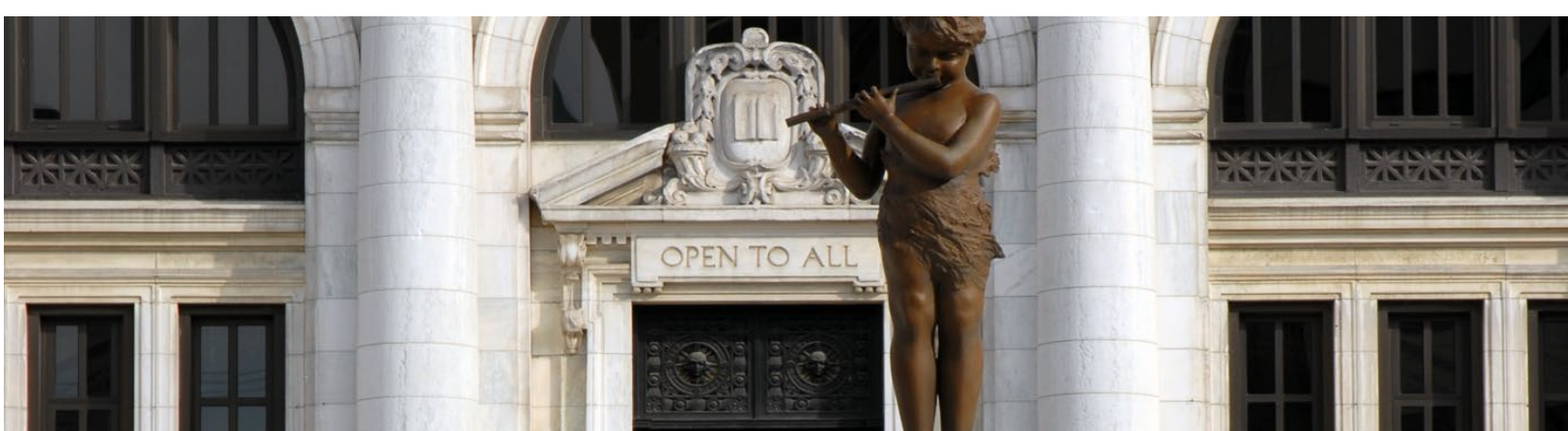
**RFP Number:** CML # 26-001

**Issued by:**

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

**Deadline for Submittal:**

March 5, 2026  
No later than 12:00 Noon



# REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (CML or Library) is issuing this Request for Proposal (RFP) for Snow Removal Services. The RFP Identification Number is CML #26-001.

Proposals 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 ET on March 5, 2026. The Library reserves the right to waive any defect or technicality in any Proposal received or to eliminate any firm that submits an incomplete or inadequate Proposal or that is not responsive to the requirements of the RFP.

All questions or requests for clarifications must be submitted no later than 5:00 p.m., February 23, 2026 to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org), and reference CML #26-001 Snow Removal Services. All questions will be answered in the form of an addendum and posted on the "Doing Business with the Library" page of the Library's website at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business). Library responses will be posted on or before February 25, 2026.

Respondents are responsible for accessing, reviewing, and acknowledging any addenda in accordance with this RFP, prior to submitting a Proposal. CML shall not be held liable for technical or other issues or obstructions.

The Respondent 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 Respondent 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. By submitting a response to this Request for Proposal, the Proposer acknowledges that it complies with applicable federal, state, and local laws and regulations.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Proposal	(Please print or type)	Title
Proposer Name		
Mailing Address		
City	State	ZIP
Telephone		
Contact Person		
E-mail Address		
Authorized Signature (Original signature or DocuSign accepted)		

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

# OVERVIEW

The Columbus Metropolitan Library is seeking sealed proposals (“Proposals”) for snow removal and related services at all CML locations, as indicated on the attached locations list. For the purpose of this document, the Columbus Metropolitan Library’s snow removal season shall run from May 1, 2026, through April 30, 2029, with an option for two (2) optional years in one (1) year increments or one two (2) year extension upon mutual consent of CML and the Contractor.

## SCOPE OF WORK

### Definitions

1. “Walkways” means any paved or concrete surface connecting to CML’s property. Currently available Branch Maps of areas of responsibility are included in Appendix A.
2. “Deadline for snow removal” means the time where all snow and or ice should be removed from the CML property which is 8:00 AM at all locations.
3. “Snow Incident” is defined as the period beginning when snowfall warrants the dispatch of the Contractor to complete snow removal services and concludes when the snowfall ceases and all snow is removed from the CML locations, which will be the deadline for snow removal or four (4) hours after the snowfall concludes, whichever is earlier.

**Example-** If the contractor is dispatched by CML for snow removal in Region 1 at 10:00 PM and the snowfall ends at 5:00 AM, the snow incident period is 10:00 PM – 8:00 AM.

**Example-** If the contractor is dispatched by CML for snow removal in Region 1 at 7:00 AM and the snowfall ends at 1:00 PM, the snow incident period is 7:00 AM – 5:00 PM.

### Project Requirements

1. **For snowfall less than one inch (1”),** the Contractor shall wait for verbal or written approval from the CML Authorized Personnel prior to dispatching crews to perform snow removal. The Library may direct the Contractor to commence snow-plowing at some or all locations, after a one inch (1”) inch snowfall, but reserves the right to alter this minimum on an “as needed” basis. The deadline during business hours is four (4) hours after the snow stops to have each Region completed. **The Library will NOT pay for snow removal for snowfall less than one inch (1”) that occurs without authorization.**
2. **For snowfall greater than one inch (1”),** the Contractor shall automatically commence the snow-plowing process, without the need for verbal approval from the CML Authorized Personnel. All CML locations must be thoroughly plowed and treated for ice no later than deadline for snow removal listed herein or four (4) hours after the conclusion of the snow incident on the day of the storm, if the snowfall or ice accumulation occurs during the operational hours of the CML location.
3. For preparation of an ice storm, pretreating with salt / calcium chloride may be necessary. The Contractor will contact CML Management Staff for specific branch locations to treat. Expectation during any type of ice storm is that all walk ways are reasonably clear of ice to prevent any slips, trips, or falls from our customers or employees. The initial pre-

treatment needs to be completed prior to the winter storm hitting the area. Pay special attention not to over treat the parking lots and walkways.

4. Concrete walkways shall be treated with calcium chloride only **after** clearing all fallen snow.

Note: CML has several new buildings with freshly poured concrete curbs and walkways . Please take extra care to prevent damage.

**Calcium chloride for the sidewalks and concrete areas should only be spread with a walk behind spreader, or hand crank spreader.** When applying ice melt/ calcium chloride correctly there should be ample space between the granules of deicer.

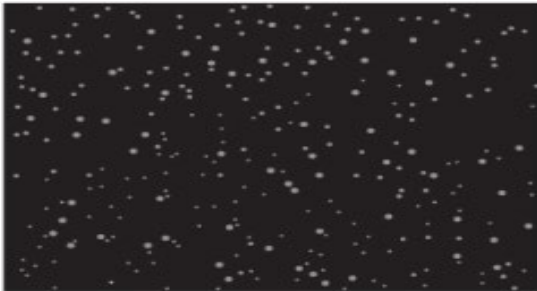
#### Proper Application Rates



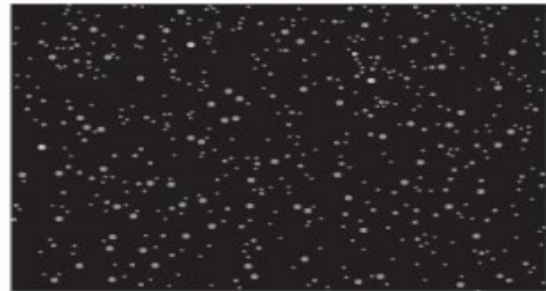
**Too Little**



**Just the Right  
Amount**



**Too Much**



**Way Too Much**

Below are pictures of incorrectly apply ice melt / calcium chloride.



If ice melt/ calcium chloride is applied incorrectly the snow removal contractor will be asked to come back to that location and remedy the issue.

5. Handicap parking spaces and ramps are to be cleared on every trip, regardless of the scope of other activities. **At no time is plowed snow to be left in a handicap space.**
6. Driveway markers (orange fiberglass steaks with reflective tape) may be used to indicate areas that should not be plowed, such as the corners of walkways, landscaping beds, and other hardscape items. CML Management will indicate where these devices should be used. The markers will be purchased by the awarded contractors and installed prior to the first snow and be removed once the snow season has concluded.
7. The Contractor shall be responsible for any and all damage to irrigation heads, parking blocks, bollards, planters, walkways, or curbs as a result of plowing and snow removal activity. If the Contractor damages any CML property, the Contractor shall immediately notify CML. All repairs for damages by the Contractor will be at no cost to CML and will be completed in a timely manner directed by CML.
8. Areas for which the snow Contractors are responsible for plowing, shoveling and salting are defined on the attached Branch Maps. (Appendix A)
9. Snow may be stacked in accordance with good plowing practice, where it causes the least interruption of normal traffic flow. If snow is stacked inappropriately, Contractor may be asked to move the snow at no charge to CML.



10. Each snow clearing team shall be equipped with a cellular phone with photo and video capability to report snow and ice conditions at CML locations via SMS text message and email. Prior to the snow team leaving a CML location a picture of the completed clearing and narrative updates, must be emailed to [pmsnowgroup@columbuslibrary.org](mailto:pmsnowgroup@columbuslibrary.org) Each email thread must be submitted with the Contractor's invoice for the snow incident and will be the sole proof of services to substantiate payment. (An example is below).

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



11. Any contractor who is awarded a Contract under this Agreement may be asked to complete work in another region as needed. The Contractor will be compensated for work completed outside of its designated region.

### **Equipment and Supplies**

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

repairs. **Note: CML has several new buildings with freshly poured concrete curbs and walkways. Please take extra care to prevent damage.**

6. The Contractor must ensure that all Contractor owned and/or leased equipment is in good working order and manpower is/will be available to ensure timely completion of the work. In the event of mechanical breakdown, Contractor will immediately notify CML Management Staff so that another Contractor may be substituted. CML reserves the right to bring in non-listed secondary snow removal contractors as needed.

7. The snow removal company shall use their own employees and vehicles.  
**Note: Subcontracting of CML's snow removal contract is not allowed.**

### **CML Authorized Personnel**

CML's authorizing agents for snow removal approval are the CML Director of Property Management, CML Operations Manager, CML Custodial Supervisor, or other employees designated in writing by the CML Director of Property Management that will be tasked with managing these services.

### **Locations**

The list below represents the locations that will require snow removal services. Locations are subject to change, modification, addition, or omission by CML. All notices of modifications to list below will be made in writing by CML.

All CML locations are divided into six regions.

Location Name	Address	City	Deadline for Snow Removal
<b>Region 1</b>			
Northern Lights	4093 Cleveland Ave	Columbus	8:00 AM
Karl Road	5590 Karl Road	Columbus	8:00 AM
Linden	2223 Cleveland Ave	Columbus	8:00 AM
Whetstone	3909 N. High Street	Columbus	8:00 AM
<b>Region 2</b>			
Main Library	96 S. Grant Avenue	Columbus	8:00 AM
Franklinton	1061 W. Town Street	Columbus	8:00 AM
Northside	1423 N. High Street	Columbus	8:00 AM
Parsons	1113 Parsons Avenue	Columbus	8:00 AM

<b>Region 3</b>			
Hilltop	511 S. Hague Ave	Columbus	8:00 AM
Dublin	75 N. High Street	Dublin	8:00 AM
Hilliard	4500 Hickory Chase Way	Hilliard	8:00 AM
<b>Region 4</b>			
Gahanna	310 Granville Street	Gahanna	8:00 AM
New Albany	200 Market Street	New Albany	8:00 AM
Shepard	850 N. Nelson Road	Columbus	8:00 AM
Whitehall	4445 E. Broad Street	Columbus	8:00 AM
<b>Region 5</b>			
Barnett	3434 E. Livingston Ave	Columbus	8:00 AM
Marion-Franklin	2800 Lockbourne Road	Columbus	8:00 AM
Driving Park	1422 E. Livingston Ave	Columbus	8:00 AM
Martin Luther King	1467 E. Long Street	Columbus	8:00 AM
<b>Region 6</b>			
Canal Winchester	123 Groveport Pike	Canal Winchester	8:00 AM
Reynoldsburg	1402 Brice Road	Reynoldsburg	8:00 AM
Southeast	3980 S. Hamilton Road	Groveport	8:00 AM
South High	3540 S. High Street	Columbus	8:00 AM

**For the purpose of the Project, no single Contractor will be awarded work for more than two (2) Regions.** If submitting a Proposal for more than one region, the Contractor must indicate the priority order in which it would wish to have the Regions awarded.



## **Qualifications**

1. At the time of the proposal submission, the Contractor shall have a minimum of five (5) years' experience in snow and ice removal or a related field and shall be currently providing those services.
2. Experience as an employee, subcontractor, agent, or principal of another organization that is not submitting a response to this solicitation shall not be accepted to meet this requirement.
3. The Contractor shall provide three (3) references for work similar to that which has been described in these specifications for at least three (3) consecutive years of the proposal submission date. These references shall include the project manager's name, company name, phone number, email address, and a brief description of the work performed.
4. The Contractor shall appoint a member of the project team to serve as the project manager and single point of contact for the CML engagement. This employee shall be empowered to take actions on behalf of the Contractor upon request of CML.

## **Compensation**

1. The Contractor shall submit a fixed, not to exceed price, for the following items:
  - a. Pretreatment of CML parking lots, including the application of calcium. Per the attached Branch Maps in Appendix A
  - b. Application of salt to CML parking lots, hand shovel of the walkways and application of calcium.
  - c. Plow parking lot areas less than one half inch (1/2") of snow, snow removal of all walkways and application of salt and/or calcium on all surfaces.
  - d. Plow parking lot areas between one half inch (1/2") and four inches (4") of snow, snow removal of all walkways and application of salt and/or calcium on all surfaces.
  - e. Plow parking lot areas greater than (4") of snow, snow removal of all walkways and application of salt and/or calcium on all surfaces.
2. The Contractor shall submit invoices for each snow event as defined herein. The Contractor shall include the relevant email documentation to substantiate that services were provided. If snow removal services are billed, the Contractor shall include a report from an independent third-party forecasting organization that certifies the total snow accumulation for the zip code of the CML location that received services.
3. All invoices shall be for per snow event as defined herein and may contain line items for pre-treatment, application of salt and/or calcium, and snow removal.
4. For all services, the Contractor shall submit a fixed price for all services, which shall include, but shall not be limited to, labor, statutory payroll taxes, social security, Medicare, vehicles, fuel, communications equipment, insurance, tools, other equipment, consumable materials, overhead, general and administrative expense, and Contractor profit.

5. **Invoices must be submitted to [accountspayable@columbuslibrary.org](mailto:accountspayable@columbuslibrary.org) for payment no later than seven (7) calendar days after the work is performed. Invoices received past this timeframe will not be accepted.** At the Library's discretion CML can approve and issue payment within 30 calendar days of receipt. CML is a tax-exempt entity.

## GENERAL INSTRUCTIONS

The Proposer shall comply with the specifications and attachments in the proposal documents.

The Proposer shall examine attachments before submitting a Proposal. The submission of a Proposal shall be evidence that this requirement has been met.

### **PROPOSAL SUBMISSION REQUIREMENTS**

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Proposer's ability to perform all the actions, activities and functions described in this RFP.
3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. The costs of developing the Proposal are entirely the responsibility of the Proposer and shall not be charged to the Library.
5. The Proposer must address all of the requirements listed in the Request for Proposal. All Proposals must be emailed to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) , with the Proposal Identification Number **CML #26-001**, title, and Proposer's name in the subject line of the email and the file names.

## PROPOSAL SUBMITTAL APPROACH

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its proposal package. Each proposal must include two separate files – one for the Technical Proposal and one for the Cost Proposal.

Each Technical Proposal file must be clearly marked “**CML #26-001 - Technical Proposal**”.

Each Cost Proposal package must be clearly marked “**CML #26-001 – Cost Proposal**”.

**IMPORTANT:** Technical Proposals must not contain cost or pricing information.

### **Technical Proposal:**

To facilitate the comparison of Proposals, Technical Proposals shall be organized into the following marked or tabbed sections:

1. **Table of Contents** – We recommended that Technical Proposals include a table of contents listing all sections.
2. **RFP Cover Sheet** – signed by an officer of your company
3. **Cover Letter**  
A cover letter, on the Proposer’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 Proposer legally to the extent of work and financial obligation outlined in its Proposal.
  - b. A statement that the prices will be valid through the entire project.
  - c. A brief statement of the Proposer’s qualifications to meet all requirements as described in this RFP.
  - d. A statement that the Proposer agrees to and accepts all terms and conditions contained herein. Please mark any Terms and Conditions that the Proposer is unable to accept or provide terms and conditions for the services.
  - e. A statement that the Proposer understands all requirements of the RFP.
4. **Executive Level Summary** – this shall include
  - a. Contractor Qualification – List how the criteria in the Scope of Work under Contractor Qualification is met.
  - b. The Contractor’s Work Plan. The Work Plan must address exactly how the Contractor will provide all required services specified in this RFP.
5. **Proposer’s Qualifications**  
The information included in this section shall include, but not be limited to, the following:
  - a. A statement as to the firm’s particular abilities and qualifications, including the number of years the firm has been in business, the geographical area of operations, and professional affiliations. Also

- indicate the principals in the organization and the size and composition of the organization.
- b. Statement of Affirmation regarding the proposer's ability to perform the Work.
- c. Completed Price Proposal Form (Appendix B)
- d. Completed Acknowledgement of Addenda Form (Appendix C)
- e. Supplier Small and Emerging Business Enterprise (SEBE) Form (Appendix D)
- f. Three (3) references for projects similar to that outlined in the specifications completed within five (5) years of the date of the RFP submission.

#### **6. Description of Services and Staffing ("Staffing Plan")**

- a. Provide a list of projects highlighting library and other public projects in the past five (5) years in which the firm has been involved as strategic planning consultant. For each project, please include:
  - i. Brief description of the project
  - ii. Owner's name, address, contact person, phone number and email address.
- b. Provide the name of all team members who would be assigned to Library's projects from beginning to end and their role as a member of the project team. Include a brief description of certifications/education, skills, and abilities, etc. of each team member.
- c. Include any other information or documentation believed to be pertinent but not specifically mentioned in this RFP that may be useful and applicable to this project.
- d. The Offeror must include a completed W-9 Form.
- e. 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.
- f. A list of all assumptions and exceptions to the specifications outlined in the RFP.

### **COST PROPOSAL**

The Proposer shall complete the Price Proposal Form (Appendix B) as provided in its entirety.

### **ADDITIONAL INFORMATION**

- 1. Addenda to this RFP will be posted on the Columbus Metropolitan Library website: [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business) Proposers 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 detailed costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to the terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time
4. CML is a tax-exempt entity.
5. Submission of a Proposal in response to this RFP is the Proposer's acknowledgment that subjective criteria may be used in the evaluation of Proposals. The Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

## **TERM OF AGREEMENT**

- This initial agreement shall continue for three consecutive years from May 1, 2026, through April 30, 2029.
- This agreement may also be extended for two (2) optional years in one (1) year increments or one two (2) year extension upon mutual consent of CML and the Contractor.

The total duration of this agreement shall not extend more than five (5) consecutive years.

## **QUESTIONS**

All questions regarding this RFP must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and must reference the RFP Identification Number and title of the RFP no later than 5:00 p.m. on February 23, 2026. CML will post written responses to all properly received questions on or before February 25, 2026.

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).

## **PRE-PROPOSAL MEETING**

A pre-proposal meeting will be held on **February 12, 2026, at 11:00 AM ET**, using the online Microsoft Teams Platform. Although the pre-proposal meeting is not mandatory, attendance by any prospective Proposer is encouraged. Interested Proposers should send email addresses of those who wish to attend the meeting by RSVP to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org). An edited and annotated summary of the Pre-Proposal 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/>

Each Proposer will be deemed to have actual knowledge of all information provided or discussed at the pre-proposal submission meeting.

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

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	February 5, 2026
Pre-Proposal Meeting	February 12, 2026, at 11:00 AM ET
Inquiry Period Ends	February 23, 2026
Final Response to Vendor Questions	February 25, 2026
Due Date	<b>March 5, 2026, at or before 12:00 PM ET</b>

*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.***

## SELECTION PROCESS

CML will form an evaluation committee to review and evaluate proposals. The evaluation criteria are included in Appendix E – Evaluation Matrix. The following criteria weights will be assigned:

- a) Total Cost – 300 Points
- b) Quality and comprehensiveness of the Proposers response – 250 Points
- c) Review of experience on projects of similar size and scope – 250 Points
- d) Review of Proposers Staffing and Equipment plan – 200 Points
- e) Total Allowable Points – 1000 points

CML may invite any or all Proposers to present an oral presentation on their technical and/or price submission specifics. Proposers will be provided with sufficient notice to prepare.

Members of the CML evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations. The final score will be collected and recorded by the CML procurement staff.

### **Evaluation of Proposer's Proposal:**

Members of the CML evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will apply the scoring formula outlined below:

Zero	(0)	Unsatisfactory	Does not conform to requirements.
One	(1)	Poor	Conforms to requirements in a limited manner
Two	(2)	Satisfactory	Generally meets requirements with limitations
Three	(3)	Good	Meets requirements as written.
Four	(4)	Excellent	Meets and generally exceeds requirements as written
Five	(5)	Outstanding	Exceeds requirements in all aspects.

Members of the CML evaluation committee will review the completeness and comprehensiveness of all proposals. CML will place emphasis on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Proposer, Proposer's qualifications, quality of the proposed solution, organizational history and capacity, experience, and references.

**Evaluation of Proposer's Cost Proposal:**

CML will rank costs on a relative basis to determine the cost score. The Proposer's cost score will be assigned in the following manner:

$$\frac{(\text{Lowest Responsive Price Proposal} / \text{Cost of Proposer's Proposal Submission})}{300 \text{ Points}} = \text{Total Cost Score}$$

**Example:**

$$\frac{(\text{Lowest Responsive Price Proposal } (\$100,000) / \text{Proposer Proposal Submission } (\$110,000))}{300 \text{ Points}} = 272 \text{ Points (of a possible 300)}.$$

The Total Composite Score will be comprised of the Technical Proposal Score + Cost Score which will not exceed 1,000 points.

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

**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.

CML will enter into negotiations with the Proposer with the highest composite score following the final technical scoring by the evaluation committee. The selected Proposer will be invited to negotiate a contract with CML. The contents of the selected proposal, together with the RFP and any formal questions and answers generated during the proposal 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 Proposer whose proposal is determined to be the next most advantageous to CML.

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

## 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 Proposer, 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 “Vendor” 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 Vendor 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 Vendor directly. The Vendor will receive purchase orders electronically.

**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 Vendor shall submit invoices to Accounts Payable, Finance Department via email at [accountspayable@columbuslibrary.org](mailto: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 Vendor noting the areas of discrepancy.

**Payment:** In consideration for the Vendor's performance, CML will pay the Vendor 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 Contract 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 Vendor 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.

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

**Contract Cancellation:** If a Vendor 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 Vendor'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 Vendor.
- B. **Cancellation by Unremedied Default:** If a Vendor's default may be cured with a reasonable time, CML will provide written notice to the Vendor specifying the default and the time within which the Vendor must correct the default. If Vendor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Vendor. If CML does not give timely notice of default to Vendor, 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 Vendor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Vendor of its third default, CML may cancel this Contract without providing Vendor with an opportunity to cure, if the Vendor defaults a fourth time. CML shall provide written notice of the termination to the Vendor.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Vendor if a petition in bankruptcy or similar proceedings has been filed by or against the Vendor.

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

### **Remedies for Default:**

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

Contract, after CML has provided prior written notice to Vendor of such default and intent to deduct damages from the Contract Price.

**Force Majeure:** If CML or Vendor 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 Vendor 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:** Vendor 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 Vendor’s performance under this Contract, including the performance by Vendor’s employees and agents and any individual or entity for which the Vendor is responsible.

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

**Publicity:** Vendor and any of its subcontractors may not use or refer to this Contract to promote or solicit Vendor’s or subcontractor’s supplies or services. Vendor 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 Vendor 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 Vendor, and any agent of the Vendor, 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 Vendor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Proposer's Proposal 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 Vendor 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 Vendor. Any Vendor, 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 Vendor 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 Vendor 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 Vendor'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 Vendor'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 Vendor for immediate correction. If the Vendor 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 Vendor 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 professional service providers who are certified Small and Emerging Business Enterprises (SEBE) to provide CML with a diverse 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 Proposer's Small and Emerging Business Enterprise (SEBE) Form must accompany the completed Proposal. Please refer to Appendix D, *Small and Emerging Business Enterprise (SEBE) Form*, to submit or denote omission of participation.

**COMPLIANCE WITH APPLICABLE LAWS**

By submitting a response to this Request for Proposal, the Proposer 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 Proposer 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 Proposer 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 Proposer 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 RFP #26-001 Snow Removal Services Branch Maps**

The CML Appendix A – Branch Maps can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”:

<https://www.columbuslibrary.org/doing-business/>

## Appendix B

### **CML RFP #26-001 Snow Removal Services Price Proposal Form**

The CML Appendix B - Price Proposal Form can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”:

<https://www.columbuslibrary.org/doing-business/>

## Appendix C

### CML RFP #26-001 Snow Removal Services

#### Acknowledgment of Addenda

**Project Description:** Snow Removal Services

**Instructions:** The Proposer must 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 before the Proposal Due Date and Time.

The respondent must 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 before the Proposal Due Date and Time.

**Part I: Check Box if Applicable:** ☐

Listed below are the issue dates 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: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # 7, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

Addendum # 8, dated: \_\_\_\_/\_\_\_\_/\_\_\_\_

**Part II: Check Box if Applicable:** ☐

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

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

Authorized Representative: \_\_\_\_\_

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

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

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

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

## Appendix D

### **CML #26-001 Snow Removal Services RFP SEBE Form**

The CML “Small and Emerging Business Enterprise (SEBE) Form” can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”: <https://www.columbuslibrary.org/doing-business/>

## Appendix E

### CML #26-001 Snow Removal Services RFP Evaluation Matrix

<u>Responsiveness Criteria</u>	<u>Criteria Weight</u>	<u>Score (0-5)</u>	<u>Extended Score</u>
<b>Technical Evaluation (70%)</b>			
Quality and comprehensiveness of the Proposers response (25%)	50		
Review of experience on projects of similar size and scope (25%)	50		
Review of the Proposers staffing plan and Equipment plan (20%)	40		
Criteria Weight	700		
<b>Weighted Technical Score</b>			
<b>Cost Evaluation (30%)</b>			
Criteria Weight			
<b>Weighted Cost Score</b>			
<b>Total Composite Score</b> (Weighted Technical Score + Weighted Cost Score)			

#### Criteria Weight x Score = Extended Score

Members of the evaluation committee will apply the scoring formula outlined here:

Zero (0)	Unsatisfactory	Does not conform to requirements.
One (1)	Poor	Conforms to requirements in a limited manner.
Two (2)	Satisfactory	Generally meets requirements with limitations.
Three (3)	Good	Meets requirements as written.
Four (4)	Excellent	Meets and generally exceeds requirements as written.
Five (5)	Outstanding	Exceeds requirements in all aspects.