

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Pressure Washing, High Window, and Security Camera

Cleaning ITB

Issue Date: September 6, 2024

ITB Number: CML # 24-023

Issued by:

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

Deadline for Submittal:

October 1, 2024
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 *Pressure Washing, High Window, and Security Camera Cleaning*. The ITB Identification Number is **CML #24-023**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 PM on October 1, 2024** 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.

All questions or requests for clarifications should be submitted to procurement@columbuslibrary.org no later than 5:00 p.m., September 23, 2024. All questions will be answered in an addendum and posted on the CML website on September 25, 2024 by 5:00 p.m.

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.

| | | |
|---|-------|-------|
| 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 *Pressure Washing, High Window and Security Camera Cleaning* at all CML locations.

Detailed plans, specifications and drawings can be found as a separate link located under the link to this ITB on the CML website page "Doing Business with Us".

SCOPE OF WORK

Contractor shall pressure wash all CML locations according to the pressure washing schedule, clean all windows, inside and out, and exterior security cameras, at all CML locations and schedules included in Appendix A. CML reserves the right to add or remove locations and/or modify the quantity of services at any time. The Contractor will be provided with advanced written notification of any changes to locations or quantities of services.

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

Pressure Washing, Windows and Security Camera Cleaning

- A. Areas to be cleaned may vary in size but shall include but are not limited to sidewalks, building walls, exterior CML signs, overhangs, planters, walkways, exterior cameras, and other concrete surfaces.
- B. The cleaning methods to be used shall be pressure water blasting, manual brushing, squeegee and automatic brushing. Brushes used to loosen dirt, pollutants and calcium deposits shall have natural, non-ferrous, or stainless steel bristles. Brushes having ferrous bristles shall not be used in order to prevent loose bristles left behind from causing future rust stains.
- C. Contractor's equipment shall be capable of producing all ranges of water temperatures up to 240 Fahrenheit and all ranges of water pressures and volumes up to 4,000 pounds per square inch at 8 gallons per minute. Contractor will be responsible for any damage to CML property that results from PSI higher than 4,000 PSI.

- D. Contractor may at various times be expected to remove contaminants such as but not limited to, stains, dust, dirt, grime, food, beverage spills, gum, grease, oil, pollution, leachates, surface oxidation, efflorescence, calcium carbonate deposits and build-up, unauthorized paint marks, black algae, mold, moss, lichen and other invasive vegetation, animals, animal wastes and other foreign substances from concrete, brick, stone, glass, metal, and other hard surfaces.
- E. If any contaminant or discoloration persists on a pressure washed surface, the surface shall be brushed and then the pressure water blasting procedure shall be repeated as many times as necessary to remove the contaminant or discoloration, or until after consultation with the CML representative it is deemed the surface has been cleaned as well as possible. After pressure water blasting, the surface shall be allowed to thoroughly dry before a final determination is made as to the necessity of repeating the procedure.
- F. The Contractor shall not use equipment, methods, or solvents that will cause spreading of existing stains, drive existing surface pollutants further into the concrete or add new areas of discoloration.
- G. The following may be used:
 - 1. Lifts and/or scaffolds
 - 2. Silicone cleaners that are EPA approved / green cleaners.
 - 3. Microfiber scrub mitts, white nylon scrub pads for spots that cannot come off with regular cleaning.
 - 4. Any window over ten (10) feet, a pole or garden water fed pole that uses deionized water. (Entire window must be cleaned inside and out, top to bottom.)
 - 5. All squeegees must be aluminum only.
- H. The following items/materials are prohibited:
 - 1. Green abrasive scrub pads, razors, dish soaps, Windex, or anything with acid or any multipurpose cleaner.
 - 2. Portable ladders.
 - 3. Brass, metal or stainless tools of any kind (for glass surfaces).
- I. Contractor shall pre-treat pressure washed surfaces with biodegradable degreasers or other environmentally safe cleaning agents, as necessary, to ensure surfaces are clean.
- J. Prior to cleaning, Contractor shall sweep, blow, and spot clean foreign substances such as but not limited to chewing gum, oil, and other miscellaneous stains from the surfaces to be cleaned. The Contractor will be required to pick up and properly dispose of litter before pressure washing sidewalks, pathways, or walkways. Sidewalks will be pressure washed from the building line to the curb line, or as directed by the CML representative.

- K. Any pressure washing run off that may contain hazardous substances loosened from the surfaces being cleaned must use a reclamation process to prevent such substances from entering storm drains or soil areas (adjoining landscaping, including turf). Contractor must submit a description of the reclamation process to be used.
- L. Any and all electrical, electronic and/or specially-coated equipment and/or surfaces shall be protected from potential damage that may result from pressure washing of adjoining surfaces.
- M. The Contractor is directly responsible for preventing any water from entering building doorways or elevator hoist ways at exterior openings.
- N. The Contractor is responsible for providing and placing barricades and approved traffic control devices, including advance signage, if necessary, to ensure pedestrian safety and prevent damage to buildings or vehicles.
- O. Any splashes on buildings, windows, doors, railings, lighting, signage, waste containers and landscape plants (including trees and turf) must be rinsed or properly cleaned after services are completed. Any disturbance of landscape mulch must be corrected by the Contractor at the time of the incident. CML reserves the right to withhold payment to the Contractor until any damage is remedied.
- P. All exterior CML signs will be cleaned during each scheduled pressure washing, using the proper tools to ensure not damaging the illuminated sign.
- Q. Exterior security camera cleaning shall be scheduled and completed with the window cleaning. Each exterior camera shall be washed with deionized water and wiped clean with a microfiber cloth. Total exterior security camera listed by building in Appendix A – Attachment 2.

Emergency Pressure Washing

- A. The Contractor shall maintain a twenty-four hour per day, seven day per week, emergency phone number to receive service calls from CML. CML may make requests for services if the Contractor is needed to respond outside of the established schedule.
- B. The Contractor shall acknowledge a request for service within fifteen (15) minutes of the request by CML. After the emergency call is received, the Contractor shall report to the CML location in need of service within two (2) hours, or within a timeframe mutually agreed between CML and the Contractor. The Contractor shall continue working until the emergency condition is remedied.
- C. The Contractor shall respond with all supplies, equipment, and personnel required to respond to the emergency condition.

- D. The Contractor shall respond with one (1) employee to emergency service calls. If additional employees are required, the Contractor shall obtain written approval from the CML Authorized Representative. Documentation of prior approval of additional employees will be required for all invoices for emergency services that contain the services of more than one (1) employee.

Contractor Supplies and Equipment

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

Safety

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

- D. In any instance in which Contractor works alongside other CML contractors or employees with an, Contractor will not interrupt or inhibit other contractors or employees.

Supervision

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

Performance

- A. CML requires quality work performed in a competent manner. All Contractor employees shall have the required skills and capability to meet these specifications with limited direction from CML staff.
- B. The Contractor shall have sufficient employees, vehicles, and equipment to provide services simultaneously at up to three (3) CML locations and on an emergency basis.
- C. At any time after the bid submission and before the Contract is awarded, and at any time during the duration of this Agreement, CML shall be granted the right to inspect a Contractor's facility to verify equipment status, vehicle status, and employee rosters within twenty-four (24) hours of such a written request.
- D. All services will be scheduled by CML at least seven (7) days in advance. The Contractor shall confirm appointments in writing. In the case of inclement weather, the Contractor shall contact the CML designee for this project in writing at least two (2) hours prior to the agreed upon start time for instructions on how to proceed. CML and the Contractor may establish a mutually agreeable make-up date for services.
- E. CML will be the sole judge concerning the merits of products, materials, and/or services(s) provided in accordance with specifications set forth in this document, or if it is determined the Contractor is operating in violation of federal, state and local applicable laws and ordinances.
- F. Contractor will correct or cause to have corrected any substandard work as requested by CML prior to the conclusion of the corresponding task order.
- G. No notice of completion, delivery memo, invoice or other document will be signed, or approvals of any type given for any part of the job or delivery of any equipment or materials, except by the designated CML representative.

- H. Work may be performed during normal working hours if it does not interfere with pedestrian traffic or other functions in the work area. However, bidders should price accordingly for the bulk of the tasks to be performed after business hours and on weekends.
- I. The Contractor shall monitor all deliverables and Services and shall promptly notify CML, by telephone or other means, of any failure to provide such deliverables and/or services in accordance with the schedules provided herein. CML shall determine if failure to provide such deliverables and/or services has caused or is likely to cause impairment to the operation of CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and/or services has caused or is likely to cause such impairment or inconvenience, then the CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions of the Department in this regard shall be final and shall not be arbitrary or capricious.

Identification

- A. Contractor personnel will always be in a uniform displaying the company logo and will display their CML identification badge at all times while on CML property.
- B. Contractor will immediately retrieve and return CML identification badges for personnel that have been terminated from employment or all badges at the conclusion of the contract.

Waste and Cleanup

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

- D. The Contractor shall be responsible for all on site cleanup at the conclusion of each workday.

Use of Property

- A. There will be no office, storage or disposal space provided to the Contractor.
- B. The CML Representative will provide the Contractor or Subcontractors with designated parking. Contractor vehicles are required to park in designated parking areas that are available at each Campus.
- C. Contractor is allowed to utilize CML water source for all types of cleaning.

GENERAL INSTRUCTIONS

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

The Bidder shall examine attachments before submitting a Bid or Bidder. Submitting a Bidder 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.

Minimum Contractor Qualifications

1. Minimum of 5 years of pressure and window washing experience across multiple locations.
2. Proven work experience with verifiable references from previous projects involving similar scope and requirements.
3. Sufficient staffing information outlining the personnel assigned.
4. The Contractor shall complete the Appendix B: Bid Price Sheet Form for all types of services and all locations per the form provided and scope of service provided in this ITB.
5. The Contractor shall be able to provide general liability insurance per the General Terms and Conditions provided with this ITB.

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, with the Bidder Identification Number **CML #24-023**, 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

COST BIDDER

The bid package shall contain the following items:

1. Completed Bid Price Spreadsheet – Appendix B
2. Completed Supplier Diversity Form – Appendix C

The bidder 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 Bidder 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 bidder 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 by 5pm on September 25, 2024. 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 Bidder determined to be the most advantageous to the Library.

QUESTIONS

All questions regarding this ITB must be sent to procurement@columbuslibrary.org and must reference the ITB Identification Number and title of the ITB no later than **5:00 p.m. on September 23, 2024**. **CML will post written responses to all properly received questions no later than 5 pm on September 25, 2024.** 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.

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 | September 6, 2024 |
| Pre-Bid Meeting | September 13, 2024 at 11:00 a.m. |
| Inquiry Period Ends | September 23, 2024 at 5:00 p.m.– all questions due |
| Final Response to Vendor Questions | September 25, 2024 by 5:00 p.m. |
| Due Date | October 1, 2024 at 12:00 p.m. EST |
| 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***

PRE-BID MEETING

A pre-bid meeting will be held **September 13, 2024 at 11:00 am** at the Main Library 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. In order to obtain all aspects of the scope of work, the meeting will be followed by inspections at the Main Library, Driving Park, and Gahanna Branches. 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 CML page of the Columbus Metropolitan Library website, <https://www.columbuslibrary.org/doing-business/>

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 bidder, together with the ITB and any formal questions and answers generated during the bidder 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 bidder is determined to be the next most advantageous to CML.

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

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Invitation to Bidder (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 Bidder, 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 Bidder (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 Bidder 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 with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

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

Standard Invoice and Payment

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

Payment: In consideration for the Supplier's performance, CML will pay the Supplier as invoiced. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Supplier must have a valid W-9 form on file with the Finance Department. The completed form should be included with the Bidder 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 reasonable foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.

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

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

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

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

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

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

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the 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 Bidder 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.

DIVERSITY

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of

MBE/DBE/WBE and/or EDGE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

A completed Appendix C - Supplier Diversity Form must accompany the completed Bidder. Please refer to Appendix C to submit this form.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Invitation to Bidder, 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

Pressure Washing, High Window, and Security Camera Cleaning ITB Number: CML #24-023

Additional Documents

The following documents 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/>.

All CML Locations

Each file contains the following information:

- Attachment 1 - Pressure Washing Schedule
- Attachment 2 - High Window and Security Camera Cleaning Schedule

Appendix B

Pressure Washing, High Window, and Security Camera Cleaning ITB Number: CML #24-023

Bid Price Spreadsheet 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

Pressure Washing, High Window, and Security Camera Cleaning
ITB Number: CML #24-023

Supplier Diversity Form

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

Appendix D

Pressure Washing, High Window, and Security Camera Cleaning ITB Number: CML #24-023

Acknowledgment of Addenda

Project Description: Pressure Washing, High Window, and Security Camera Cleaning 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: _____