

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Grounds Maintenance – Region 2

Issue Date: Jan 10, 2023

RFP Number: CML # 23-002

Issued by:

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

Deadline for Submittal:

February 2, 2023
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”) *Grounds Maintenance – Region 2*. The RFP Identification Number is **CML 23-002**.

Proposals 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 02/02/2023**. Any Proposal (“Proposa”) arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services.

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

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

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

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL.

OVERVIEW

The Columbus Metropolitan Library is seeking competitive Proposals for Grounds Maintenance, Fertilization, and Aeration for Region 2 as defined below.

SCOPE OF WORK

The Proposer is responsible for all requirements as provided in this RFP and attached Project documents.

GENERAL INSTRUCTIONS

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

The Proposer shall have the opportunity by CML to examine the work site prior to submitting a Proposal.

The Contractor is responsible for all requirements as provided in the RFP documents.

PRE-PROPOSAL CONFERENCE

A pre-Proposal conference will be held **virtually on 01/19/2023 at 11:30 am** to discuss the requirements of this RFP and answer any questions. Interested Proposers will be asked to RSVP to procurement@columbuslibrary.org, at which time they will be provided with a link to the pre-Proposal meeting. An edited and annotated summary of the pre-proposal conference will be published in the form of an addendum to the solicitation and will be made available on the Doing Business with CML page of the Columbus Metropolitan Library website, www.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 Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix B, *Proposer’s Diversity & Inclusion Participation Form* to submit or denote omission of participation.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Invitation to Proposal, 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.

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 of 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. Costs for developing the Proposal are entirely the responsibility of the Proposer and shall not be chargeable to the Library.
5. The Proposer must address all of the requirements listed in the Invitation to Proposal. All Proposals must be emailed to procurement@columbuslibrary.org, with the Proposal Identification Number **CML #23-002**, title, and Proposer name in the subject line of the email and the file names.

PROPOSAL FORMAT AND CONTENT

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

1. Proposals must include a table of contents listing all sections:
 - a. A cover letter, on the Proposer's letterhead, shall be submitted and shall include, but need not be limited to, the following information:

- i. The signature of a person authorized to bind the Proposer legally to the extent of work and financial obligation outlined in its Proposal.
 - ii. A statement that the Proposal will be valid for 90 days.
 - iii. Identification of all the material enclosures submitted in response to this RFP.
 - iv. A summary of the submitted Proposal and a brief statement of the Proposer's qualifications to meet all requirements as described in this RFP.
- b. Executive-level summary of the proposed solution, which shall include but shall not be limited to:
 - i. The Contractor's Work Plan. The Work Plan must address exactly how the Contractor will provide all required services specified in this RFP.
- c. Statement as to the Contractor's particular abilities and qualifications to include, but not limited to:
 - i. Brief history of the company.
 - ii. Product and services offerings.
 - iii. Describe the core competencies.
 - iv. The number of years the Contractor has been in business.
 - v. Primary corporate location's address.
 - vi. The geographical area of operations and professional affiliations.
 - vii. Overview of the ownership structure of the company.
 - viii. All alliances and/or strategic partnerships with other companies.
 - ix. Size and composition of the organization.
 - x. Number of current customers.
- d. A description of the Contractor's staffing plan for this project.
- e. A disclosure of all adverse information that may be publicly available, which shall include but shall not be limited to:
 - i. Lawsuits, judgments, liens, bankruptcies, or claims made against the Contractor within five (5) years of the Proposal due date.
 - ii. 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 Proposal due date.
- f. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether or not the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Contractor's response.
- g. References - The Contractor shall provide at least three (3) references for engagements, specifically for garage door installation, within three (3) years of the Proposal submission date.
- h. Include any other information documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.

- i. The Contractor must include a completed W-9 Form.
 - j. The Contractor 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 indicated on the COI.
 - k. A list of all assumptions and exceptions to the specifications outlined in the RFP.
2. Completed Proposal Price Form – Appendix A
 3. Completed Proposer’s Diversity & Inclusion Participation Form – Appendix B
 4. Completed Acknowledgement of Addenda Form – Appendix D

The Proposal shall contain all price information in the format specified on the Proposal Price Form.

Proposers may not amend, alter or omit any items on the Proposal Price 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 Proposal 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.

ADDITIONAL INFORMATION

1. Addenda to this RFP will be posted on our website at www.columbuslibrary.org/about/doing-business at least five (5) business days before the RFP opening. Proposers 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 Proposal in response to this RFP is the Proposer’s acknowledgment that subjective criteria may be used in the evaluation of Proposals. Award shall be made to the responsive and responsible Proposer determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP no later than **5:00 p.m. seven (7) days prior to the proposal due date. CML will post written responses to all properly received questions no later than five (5) days prior to the proposal due date** Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business.

SELECTION PROCESS

1. CML will form an evaluation committee to review and evaluate proposals. The following criteria weights will be assigned:
 - a. Quality of the Proposer’s proposal – 700 Points
 - b. Total Cost – 300 Points
 - c. Total Allowable Points - 1,000 points
2. CML may invite any or all Proposers to present an oral presentation on the specifics of their technical and/or price submission. Proposers will be provided with sufficient notice to prepare.
3. 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.

I. Evaluation of Quality of Proposer’s Proposal:

a. 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 CML requirements.
One (1)	Poor	Conforms to CML requirements in a limited manner.
Two (2)	Satisfactory	Generally meets CML requirements with limitations.
Three (3)	Good	Meets CML requirements as written.
Four (4)	Excellent	Meets and generally exceeds CML requirements as written.
Five (5)	Outstanding	Exceeds CML requirements in all aspects.

b. 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.

c. CML will calculate the weighted technical score in the following manner:

$(\text{Proposer's Total Score} / \text{Total Maximum Points}) \times 700 \text{ Points} = \text{weighted technical score}$

Example:

$((\text{Proposer's Total Score (60)} / \text{Total Maximum Points (100)}) \times 700 \text{ Points} = 420 \text{ Points}$
(of a possible 700)

Example:

$(\text{Lowest Responsive Price Proposal (\$100,000)} / (\text{Proposer's Proposal Submission}$
 $(\$110,000)) \times 300 \text{ Points} = 273 \text{ Points (of a possible 300)}.$

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

II. Evaluation of Proposer's Cost Proposal:

1. CML will rank costs on a relative basis to determine the cost score.
2. CML will calculate the Proposer's cost score after the technical evaluation committee has concluded their review. The Proposer's cost score will be assigned in the following manner:

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

Example:

$(\text{Lowest Responsive Price Proposal (\$100,000)} / \text{Proposer Proposal Submission}$
 $(\$110,000)) \times 300 \text{ Points} = 273 \text{ Points (of a possible 300)}.$

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

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.

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	01/10/2023
Pre-Proposal Meeting	01/19/2023 - A meeting link will be provided to Proposers who RSVP
Inquiry Period Ends	Seven (7) Days prior to the Proposal due date
Final Response to Vendor Questions	Five (5) Days prior to the Proposal due date
Due Date	02/02/2023
Selection of Successful Proposer	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.***

GROUNDS MAINTENANCE SPECIFICATIONS

I. GENERAL CONDITIONS

- A. These specifications are issued by the Columbus Metropolitan Library, hereinafter referred to as the Library or CML.
- B. Work items set forth in these specifications shall be performed at all the Library's branches.
- C. It is the intention of the Library to enter into contracts with multiple contractors to perform the Work items listed in each subsection of these specifications. The same contractor ("The Contractor") may be responsible for groups of branches as indicated on Proposal Price Schedule.
- D. All landscaping work is expected to be completed in a professional manner, if any of the contracted services are not completed to the Library's expectations that service will need to be completed again to the Custodial Supervisor's satisfaction.
- E. Contractors may only subcontract the fertilization section of this Contract. Contractors will be held responsible for the timely completion of all Work items.
- F. The Contractor shall invoice CML three times per year April, June and August, for all services performed within that period for all locations.
- G. The CML Authorized Representative for this Project is the Director of Property Management or Designee.
- H. CML dumpsters are not to be used for any type of lawn waste.
- I. Contractors are hereby notified that during the term of this Agreement, CML may renovate, relocate, build, or demolish any of its locations. In the event of a relocation, renovation, construction, or destruction of any facility, the Contractor shall be notified in writing and work shall be adjusted accordingly. CML and the Contractor shall negotiate in good faith to establish modified rates for any locations not included in this Agreement, which will subsequently be added as a change order to this Contract.
- J. Any additional landscape service will need to be quoted. CML reserves the right to choose the best-qualified Proposal / Proposer for the additional landscape service(s).

II. WORK SPECIFICATIONS

A. Grass Mowing

- 1. All grass surfaces shall be mowed weekly once the growing season starts.
- 2. In the event of a drought during the summer months and the approval of the CML Authorized Representative, the weekly mowing schedule may be modified.
- 3. Mowing shall stop once the growing season ends, and approved by CML Property Management, and all fall clean-up activities have been completed. CML has included an estimated number of mows in the price proposal form for Proposal evaluation purposes. However, the Contractor shall be obligated to continue mowing for the duration of the growing season if the estimated volume of weekly mows are exceeded.
- 4. The Contractor shall remove all trash and debris from lawn and flower bed areas prior to mowing.
- 5. All lawns shall be mowed with commercial grade lawn equipment that is properly maintained, and has all manufacturer safety devices installed on the equipment.

6. Grass height will be maintained at 3.5" during the season and cut ¼" shorter for the fall clean up.
7. Any Library property (grassy areas, buildings, parking lots, etc.) that is damaged by the Contractor's equipment will be repaired by the Contractor at no additional cost to CML within seven (7) days of any reported damage. If the Contractor fails to repair any damage within that time frame, CML will commence its own repairs and deduct the net cost for repairs from funds due to the Contractor.
8. The Contractor shall provide the CML Custodial Supervisor a weekly mowing schedule to be followed unless interrupted by weather.
9. Cuttings must not be visible on the lawn when cutting is completed. Sidewalks, alcoves, building foundations, low windows, curbs, etc. shall be free of grass clippings and debris upon completion of weekly mowing.
10. The Contractor shall remove grass from joints, flower beds, and cracks in hard-surface areas and apply an approved herbicide to the joints and cracks to retard re-growth.
11. The Contractor shall oversee all thin and worn areas that are 2,000 square inches or less. Replacement of grass in areas larger than 2,000 square inches shall be completed by a separate purchase order.
12. The Contractor shall advise the Custodial Supervisor of all such areas needing attention.
13. Contractor is responsible for all damage to irrigation system components, parking lot and in-ground lighting fixtures. Any damage to CML irrigation systems that were damaged by the Contractor's equipment will be repaired by the Contractor at no additional cost to CML within seven (7) days of any reported damage. If the Contractor fails to repair any damage within that time frame, CML will commence its own repairs and deduct the net cost for repairs from funds due to the Contractor.
14. It shall be the responsibility of the Contractor to advise the CML Authorized Representative of the need to water turf grass areas when weather conditions dictate. It shall be the responsibility of the CML Authorized Representative to coordinate application of water.
15. Ongoing weed prevention services are required inside all flower beds and turf weekly. CML expects that all weeds are sprayed and pulled on an ongoing basis throughout the growing season.

B. Bed Edging

1. Bed, and sidewalk edging is to occur prior to the weekly mowing. A mechanical edging tool will be used on a bi-weekly frequency to keep a defined space between the solid surface and grass.
2. Special care must be taken so as not to damage trees, the in-ground irrigation system, or any lawn furniture).
3. All beds will be edged uniformly prior to applying any mulch to the property.
4. Take special care not to extend the edge of the bed.
5. Remove all bed edging discards from the property.
6. Re-edging the sidewalks or other areas that abut a flat surface shall be done monthly. Such work shall be completed in a sharp-edged and straight line by means of an edging spade.

C. Bed Mulching

1. Bed mulching shall not commence until the Contractor completes spring clean-up activities as described in this Agreement.
2. All flower beds, tree rings, shrub beds, or current mulched surfaces are required to be mulched once per year.
3. A high quality, triple processed brown mulch is CML's standard and no other type will be allowed to be installed without the prior written approval of the CML Authorized Representative.
4. The Contractor shall apply three (3) inches of new triple-processed dark brown hardwood mulch to all beds and tree rings, no earlier than May 1st.
5. A weed preventer like (Preen or a CML approved alternative) shall be installed to all flower beds, tree rings, or current mulched surfaces prior and during the mulching process.
6. If existing mulch is deemed excessive more than 4.5" thick remove weathered mulch and replenish with new to ensure a uniform cosmetic appearance throughout the grounds. Maintain a three-inch layer at all times. Mounding mulch in such a manner as to be detrimental to the tree is prohibited and any such occurrence will be corrected at Contractor's expense.
7. Keep all planting beds and tree rings weed-free either manually or through the use of mechanical techniques. Remove all sucker growth from the base of trees as it occurs. The intent is to maintain a completely weed-free appearance at all times.
8. Any annual and perennial planting scheme will be determined by the Custodial Supervisor. Planting stock and installation will be handled through a separate purchase order, to include all needed bed preparation.
9. Installation of flowering plants is to be done at the direction and under the specific supervision of the Custodial Supervisor. At no time are flowering plants to be installed without the specific approval of the Custodial Supervisor. A separate PO will be issued for these cases.
10. The planting scheme will be specific as to quantity, genus, species and variety. Substitutions are not to be made without prior, written approval from the Custodial Supervisor.

D. Spring and Fall Clean-Up

1. Spring cleanup shall be completed prior to applying any mulch to the property.
2. During spring clean-up all leaves, sticks, and dead plant material shall be removed.
3. Decorative grasses shall be trimmed to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended.
4. Spring cleanup includes the pruning of all necessary plants and trees under 12 feet.
5. Any plant material that blocks the CML signs shall be removed.
6. Fall cleanup shall take multiple visits between October and December, as necessary, to ensure a professional appearance at all times during the fall season.
7. Fall cleanup includes the pruning of all necessary plants and trees under 12 feet.
8. Remove annuals after first hard frost and trim back perennials as directed by the CML Authorized Representative.
9. Remove fall leaves bi-weekly from premises to maintain an orderly appearance. At all times, leaves and debris should be removed from the lawn prior to mowing

10. Remove all plant debris from CML property.
11. Some trees and shrubs may need pruned throughout the year to maintain a professional appearance. Any trees above 12 feet that require pruning and/or removal will be handled separately from this Agreement.
12. **For Main Library Only-** Fall cleanup activities may need to commence earlier than other locations due to the CML Celebration of Learning, which is scheduled for November of each year (exact date to vary). Additional activities may be requested for Main Library only may be requested in anticipation of this event.

E. Fertilization and Weed Prevention

1. The Contractor shall be responsible for ensuring a weed-free landscape year-round as part of the overall maintenance activities.
2. All lawn, shrub, tree fertilization and aeration shall be scheduled in advance with Custodial Supervisor. These fertilizations cannot be skipped.
3. CML will not specify the type of herbicide to be used by the Contractor; however, material and application techniques must be approved by the CML Authorized Representative in writing prior to application. To obtain such approval, the Contractor must meet with the CML Authorized Representative and provide written material specifications and a written description of application techniques. The Contractor shall not vary material or techniques except with the express permission of the CML Authorized Representative.
4. Pre-emergent plus crabgrass fertilizer should be applied in the spring, on all grass surfaces that are mowed.
5. Apply early summer fertilizer plus weed control in May.
6. Apply late summer fertilizer plus insect control in early July.
7. Apply early fall fertilizer and grub control in mid-September.
8. Spot treat weeds not effectively controlled by post and pre-emergent applications. This work is to be performed weekly and includes all bed / mulched surfaces as well as grass areas.
9. A lawn spike identification tag will be left on the front lawn of every Library location stating what type of fertilizer was laid down, the day and time applied, and the name of the company that applied the fertilizer.
10. Once a year, in the spring, perform lawn aeration at a rate of 18 core per square foot. Contractor is responsible for identifying and flagging all sprinkler heads. Contractor will reimburse the Library for any damage to irrigation system components and in-ground lighting fixtures.

F. Tree and Shrub Pruning

1. Tree pruning shall be done twice per year. Once in the spring and in the fall (and at other times if necessary) to maintain an orderly appearance and habit consistent with the nature of the plant and with the landscape design element intended.
2. All trees shall be pruned using equipment and techniques accepted as standard practice by the profession. Tree pruning shall be done by the contractor to a height of 12 feet. Work above 12 feet shall be handled by separate purchase order with a tree specialist.

3. The Contractor shall prune all shrubs using equipment and techniques accepted as standard practice by the profession.
4. The Contractor shall apply fertilizer to all trees at the appropriate time in the fall.
5. The Contractor is responsible for notifying the CML Authorized Representative of the need for insect and/or disease control (e.g., bagworms, termites, leaf spot, blight, etc.).

G. Rain Gardens

1. CML has rain gardens at the following locations: Northern Lights, Northside, Driving Park, Parsons, and Dublin.
2. Raingardens take special care and maintenance to properly grow in central Ohio
3. When mulching any rain garden do not exceed 1" of mulch around any of the plantings.
4. Take special care when weeding all rain gardens as many of the plants might appear to be weeds at their beginning stage of growth, but are intentional plantings.
5. Do not excessively trim any of the plantings inside a rain garden. Trim back the correct plantings with hand tools only.
6. Do not over fertilize the raingarden.
7. Any issues that arise with any rain garden, please contact CML Property Management.

H. Other Items

1. Northside Library has a small section (200 Sq. Ft.) of "live roof." Any Proposer that Proposals this region must be certified in maintaining this type of product. Please review the Live Roof maintenance protocol attachment.
2. All seeding or sodding, except as provided by the above specifications, shall be handled by a separate purchase order.
3. The Contractor shall advise the CML Authorized Representative of all areas needing work of the type outlined in these exclusions.
4. Annual and perennial planting stock provided shall be handled by a separate purchase order.
5. Main Library requires extra maintenance of the flower beds, and the park area behind the Library. The grass is expected to be cut to show straight striped lines. The small hills in the park must be mowed by hand and the Contractor must take special care to not scalp these hills.
6. New Albany Library only requires the landscape maintenance of the trees and shrubs weekly.

I. Audits

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

III. GENERAL TERMS AND CONDITIONS

- A. The Contractor shall be responsible for repairing any damage to a CML Facility caused by acts of the Contractor. The Contractor shall immediately notify the CML Authorized Representative of any damage and coordinate any repairs with the CML Authorized Representative within seven (7) days of the incident, without exception. If the Contractor

fails to complete the repair within this time frame, CML will commence repairs and deduct any costs from monies due to the contractor.

- B. The Contractor shall follow all site-specific directions offered by the CML Authorized Representative.
- C. Outside of the posted hours of operation of each CML facility, the only people permitted inside CML facilities are CML employees designated by the CML Authorized Representative and the Contractor. Under no circumstances can the Contractor permit access to any other person, other than people specifically designated by the CML Authorized Representative.
- D. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.
- E. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide deliverables and services have caused or are likely to cause impairment to the operation CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by CML in this regard shall be final and shall not be arbitrary or capricious.

IV. Contractor Qualifications

- A. At the time of the Proposal submission, the Contractor shall have a minimum of three (3) years of experience in providing the Materials and Services described herein and shall be currently providing these services.
- B. The Contractor shall be able to produce three (3) current references for similar projects upon request.
- C. Experience as an employee, subcontractor, director, or principal of another organization that is not currently submitting a Proposal will not be accepted to meet the three (3) years of experience.

V. Quality Control Services

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

VI. Liquidated Damages

- A. If the Contractor fails to commence or complete Services based upon the mutually established schedule, the Contractor shall be subject to fixed and liquidated damages of one hundred dollars (\$100.00) per calendar day or portion thereof that the Contractor fails to complete the work.
- B. All charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from CML. In the event there is

no money due to the Contractor, then the Contractor shall pay the amount of the charges due to CML within thirty (30) days of such assessment.

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

VII. Compensation

- A. The Contractor shall submit a fixed unit fee for **mowing and bed edging** pursuant to the specifications contained in this Agreement. The fixed unit fee shall be all-inclusive and shall include, but shall not be limited to, all labor, materials, equipment, social security, Medicare, statutory payroll taxes, insurance, fuel, tolls, tools, travel time, general and administrative expenses and Contractor profit. The fixed unit fee shall not be subject to any modifications, cost of living increases, or increases of any kind.
- B. The Contractor shall submit a fixed annual fee for **bed mulching** pursuant to the specifications contained in this Agreement. The fixed annual fee shall be all-inclusive and shall include, but shall not be limited to, all labor, materials, equipment, social security, Medicare, statutory payroll taxes, insurance, fuel, tolls, tools, travel time, general and administrative expenses and Contractor profit. The fixed annual fee shall not be subject to any modifications, cost of living increases, or increases of any kind.
- C. The Contractor shall submit a fixed annual fee for **fertilizing and weed prevention** pursuant to the specifications contained in this Agreement. The fixed annual fee shall be all-inclusive and shall include, but shall not be limited to, all labor, materials, equipment, social security, Medicare, statutory payroll taxes, insurance, fuel, tolls, tools, travel time, general and administrative expenses and Contractor profit. The fixed annual fee shall not be subject to any modifications, cost of living increases, or increases of any kind.
- D. The Contractor shall submit a fixed annual fee for **spring and fall cleanup activities** pursuant to the specifications contained in this Agreement. The fixed annual fee shall be all-inclusive and shall include, but shall not be limited to, all labor, materials, equipment, social security, Medicare, statutory payroll taxes, insurance, fuel, tolls, tools, travel time, general and administrative expenses and Contractor profit. The fixed annual fee shall not be subject to any modifications, cost of living increases, or increases of any kind.
- E. The Contractor shall submit a fixed annual fee for **tree and shrub pruning** pursuant to the specifications contained in this Agreement. The fixed annual fee shall be all-inclusive and shall include, but shall not be limited to, all labor, materials, equipment, social security, Medicare, statutory payroll taxes, insurance, fuel, tolls, tools, travel time, general and administrative expenses and Contractor profit. The fixed annual fee shall not be subject to any modifications, cost of living increases, or increases of any kind.
- F. CML shall not be subject to any travel costs or fuel surcharges
- G. The Contractor shall complete **all years** of the price proposal form for the regions that it intends to Proposal on. The Contractor is not obligated to Proposal on more than one (1) region and may be awarded up to three (3) regions, upon CML discretion.
- H. CML does not guarantee a minimum quantity of work. The Contractor will only be compensated for actual services rendered pursuant to this Agreement.
- I. CML is a tax-exempt entity.

VIII. Term

- A. The term of this Agreement shall be for three (3) consecutive years commencing upon the signature date of this Agreement. Any modifications to the term or services, must be approved in writing in advance by the CML Chief Financial Officer.

Locations

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

Branch	Address	City	Region
Linden	2223 Cleveland Avenue	Columbus	1
Whetstone	3909 N. High Street	Columbus	1
Northern Lights**	4093 Cleveland Avenue	Columbus	1
Karl Road	5590 Karl Road	Columbus	1
Northside*	1423 N. High Street	Columbus	2
Driving Park**	1422 E. Livingston Avenue	Columbus	2
Main	96 S. Grant Avenue	Columbus	2
Parsons**	1113 Parsons Avenue	Columbus	2
Franklinton	1061 W. Town Street	Columbus	2
Dublin**	75 N. High Street	Dublin	3
Hilliard	4500 Hickory Chase Way	Hilliard	3
Hilltop	511 S. Hague Avenue	Columbus	3
New Albany	200 Market Street	New Albany	
Barnett	3434 Livingston Avenue	Columbus	4
Marion-Franklin	2740 Lockbourne Road	Columbus	4
Gahanna	310 Granville Street	Gahanna	4
Martin Luther King	1600 E. Long Street	Columbus	4
Southeast	3980 S. Hamilton Road	Columbus	5
Canal Winchester	115 Franklin Street	Canal Winchester	5
South High	3540 S. High Street	Columbus	5
Reynoldsburg	1402 Brice Road	Reynoldsburg	Optional
	1418 Brice Road	Reynoldsburg	Optional
Shepard	850 N. Nelson Road	Columbus	Optional
Whitehall	4445 E. Broad Street	Columbus	Optional

*Live Roof Maintenance Included in overall costs.

**Rain Garden Maintenance included in overall costs.

For the purpose of the Project, no single Contractor will be awarded no more than three (3) 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.

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

Contract Components: This contract consists of the complete Invitation to 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 Invitation to Proposal (RFP) have similar meaning and are used interchangeably, where appropriate.

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

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

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

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

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

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

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

Standard Invoice and Payment

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

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

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

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

Term of Contract: This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless 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 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 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.

Appendix A
Grounds Maintenance – Region 2
RFP Number: CML #23-002
Proposal Price Submission Form

The Proposal Price Submission Form can be found as a separate link located under the link to this RFP on the library's *Doing Business with Us* web page.

Proposer must submit this form in electronic format using the Excel format exactly as provided.

Appendix B
Grounds Maintenance – Region 2
RFP Number: CML 23-002
Proposer’s Diversity & Inclusion Participation Form

A completed Proposer’s Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Form of Proposal or Proposal Form.

_____ (“Proposer”) submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Proposer will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$

	A. TOTAL AMOUNT OF MBE/WBE SUBCONTRACTS	\$
	TOTAL PROPOSAL	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

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

The Proposer’s commitment of total workforce hours for Women Workforce participation on the project is: _____%.

I certify under penalty of perjury that the foregoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: _____ Date: _____

Print Name and Title: _____

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

Appendix C
Grounds Maintenance – Region 2
RFP Number: CML 23-002
Branch Maps

The branch maps can be found as a separate link located under the link to this RFP on the library's *Doing Business with the Us* web page.

Appendix D
Grounds Maintenance – Region 2
RFP Number: CML 23-002
Acknowledgment of Addenda

Project Description: Grounds Maintenance – Region 2

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable:

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

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

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

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

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

NOTE: THE PROPOSER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative:

Name: _____

Signature: _____

Title: _____

Date: _____