

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

PC Refresh, Configuration, and Distribution Services

Issue Date: 10/13/2020

RFP Number: CML #20-010

Issued by

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

Deadline for Submittal

10/29/2020

No later than 12:00 NOON EST

procurement@columbuslibrary.org



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) to provide PC Refresh, Configuration, and Distribution Services (“Project”). The RFP Identification Number is: **CML # 20-010**.

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 10/29/2020**.

Any Proposal (“Proposal”) 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 before 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 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 goods and/or 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 Bid	(Please print or type)	Title
Bidder 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 (CML) operates twenty-two (22) branches, the Main Library, and a distribution center in Columbus, Ohio. CML uses Lenovo Laptop and Desktop computers in its locations for employees and customers. In order to maintain a stable current operating environment, CML has established an annual replacement schedule for these devices in our location.

CML seeks the services of a qualified Contractor to facilitate the delivery, configuration, and distribution and facilitation of Lenovo warranty work of PCs to CML locations.

SCOPE OF WORK

I. Definitions

- A. "Agreement" means this RFP, associated addenda, contractor proposals, and the final contract document.
- B. "CML" or "The Library" means the Columbus Metropolitan Library with its principal offices located at 96 South Grant Avenue, Columbus, Ohio 43215.
- C. "CML Authorized Representative" means the CML Director of Information Technology or designee.
- D. "Contractor" means the organization or entity providing services pursuant to this Agreement.
- E. "Days" means Business Days unless otherwise specified.
- F. "RFP" means Request for Proposal.

II. Scope of Work

- A. Configuration & Distribution Services and Warranty work to be provided by the Contractor shall include, but shall not be limited to:
 - 1. All Materials shall be shipped from the manufacturer directly to the Contractors facility.
 - 2. The Contractor shall unbox all items and inspect all hardware. If any hardware is damaged or nonfunctioning, the Contractor shall coordinate warranty replacements with the Manufacturer.
 - 3. The Contractor shall affix asset tags to all hardware and maintain a database of all PCs cataloging the CML asset tag number and item serial number. For each shipment, the contractor will provide this information to a specified CML Authorized Representative.
 - 4. The Contractor shall register all products with Microsoft on behalf of CML and update all operating system software to the version that is current at the time of delivery.

5. The Contractor shall install the CML provided image on each device as needed.
 6. Once the devices are configured, the Contractor shall deliver and install the devices to a location designated by CML based on a predetermined schedule.
 7. The Contractor shall affix all cables, keyboards, mice, and network equipment in a neat and unobtrusive manner at the designated installation location
 8. The Contractor will provide supplies for cable management as part of this effort
 9. The Contractor will dispose of all packaging/shipping material after deployment at various CML locations (the Contractor will clean all refuse from the deployment locations)
 10. The Contractor shall remove all existing equipment from the designated location and deliver it to a storage or disposal site designated by the CML Authorized Representative.
 11. The Contractor will conduct all warranty related work on behalf of CML associated with Lenovo manufacturer warranty for laptops and desktops including but not limited to gathering, shipping, tracking, reporting and communicating timeframes.
- B. CML Responsibilities:
1. CML will be responsible for sourcing all PCs for the refresh effort. CML may use any purchasing method available within its procurement rules, which includes, but is not limited to- open market purchases, State of Ohio Cooperative purchases, or Federal Contracts established by the United States General Services Administration (GSA).
 2. CML will provide a current image for each PC with appropriate software, which may be designated for an employee or a customer.
 3. CML will provide asset tags to the Contractor.
 4. CML will provide an IP schema for the Contractor to use for all machines.
 5. CML will allow access to the building and have a representative on-site as needed for deployments.
- C. At the conclusion of this Agreement, the Contractor shall return all files, documentation, images, and hardware to CML. The Contractor shall not retain or destroy any CML information without prior written authorization from the CML Authorized Representative.
- D. Warranty
1. The Contractor shall warrant for a period of one (1) year after the acceptance by CML of any services/materials, including but not limited to, configuration, distribution, and installation services. All equipment, including components or parts, shall be free from defects in material and workmanship shall operate in accordance with their intended use and manufacturers published specifications. If the manufacturers' warranty for the equipment, component, or part is in excess of one (1) year, then that period of time shall be in effect for the covered equipment, component, or part.
 2. The Contractor shall act as the agent of CML in obtaining all manufacturers' warranties and guarantees of all equipment and materials required by this

Agreement in the name of CML and shall deliver the same to the CML Authorized Representative.

3. This warranty shall survive the expiration or termination of the Agreement for a period equal to the balance of the warranty period for any Services provided.
4. CML will use its best efforts to notify the Contractor during the warranty period, if any maintenance service, configuration, relocation, and/or modification of Equipment is not in compliance with the terms and conditions of this Agreement.
5. The Contractor shall either maintain or replace, at CML's sole option, any Equipment that is not in good working order, at no additional cost to CML. The Contractor shall respond to warranty equipment maintenance/equipment fixes requested within timeframes jointly established by the Contractor and CML.
6. Any items added to the stock of equipment distributed by the Contractor shall be covered under the warranty and be subject to the provisions outlined in this section.
7. The Contractor shall bear the cost of transportation and insurance of both personnel and materials to designated locations and return, to meet its obligations under this warranty.
8. The Contractor shall provide and bear the cost of all labor, equipment, tools, parts, materials, and supplies required to meet its obligations under this warranty.

III. Estimated PC Refresh Schedule – 2020-2024

- A. The following is the **estimated** PC Refresh Schedule for the period of 2020-2024. These volumes are estimates only and subject to change.

	2020	2021	2022	2023	2024
Desktops	22	166	628	547	157
Laptops	92	27	29	58	135

IV. 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.
- 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.

V. Contractor Qualifications

- A. The proposer must be a Lenovo Authorized Partner and a Lenovo Authorized Warranty Service Provider.
- B. The Contractor shall provide one (1) team member to serve as the project lead to operate as the liaison to CML for all project related work.
- C. The Contractor shall have at least one (1) team member working on the CML project with A+ certification issued by CompTIA.
- D. 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.
- E. The Contractor shall be able to produce three (3) current references for similar projects upon request.
- F. Experience as an employee, subcontractor, director, or principal of another organization that is not currently submitting a bid will not be accepted to meet the three (3) years of experience.

VI. 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.

VII. Compensation

- A. The Contractor shall submit a fixed unit price for configuration services for each device, which shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.
- B. CML does not guarantee a fixed or minimum quantity of work.
- C. CML will compensate the Contractor only for services rendered and materials delivered and approved by the CML Authorized Representative.

VIII. Term of Agreement

- A. This Agreement shall commence upon a date mutually agreed by the Contractor and CMLand shall be in effect for five (5) years. This agreement may be extended or terminated in accordance with the terms and conditions of this Agreement.

GENERAL INSTRUCTIONS

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

The Proposer shall be given the opportunity by CML to examine the worksite(s) 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 10/20/2020 at 12:00 PM** 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 Columbus Metropolitan Library serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

A completed 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 Proposal for Work on the Project, the Proposer acknowledges that it complies with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Proposer agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor’s behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Proposer further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

Ethics Laws. The Proposer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

PROPOSAL SUBMISSION REQUIREMENTS

1. Contractors are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Contractor.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Contractor'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 Contractor and shall not be chargeable to the Library.
5. The Proposer must address all of the requirements listed in the Request for Proposal. All Proposals must be emailed to procurement@columbuslibrary.org, with the Proposal Identification Number **CML #20-010**, title, and Contractor name in the subject line of the email and the file names.

PROPOSAL SUBMITTAL

Each Proposer must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components – Technical Proposal and Cost Proposal.

Each Technical Proposal package must be clearly marked "**CML #20-010 – PC Refresh, Configuration, and Distribution Services - Technical Proposal**" along with the Contractors Name in the filename of the Technical Proposal File.

Each Cost Proposal package must be clearly marked "**CML #20-010 – PC Refresh, Configuration, and Distribution Services - Cost Proposal**" along with the Contractors Name in the filename of the Technical Proposal File.

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

Columbus Metropolitan Library
Attn: Edward Woda, Procurement Manager
96 South Grant Avenue
Columbus, OH 43215
ewoda@columbuslibrary.org
procurement@columbuslibrary.org

Proposal Format and Content

To facilitate comparison of Proposals, Technical 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, which shall include but shall not be limited to:
 - i. The name of each team member that will be assigned to this project. A resume of experience, certifications, skills and abilities of each team member.
 - e. A copy of the Contractor's Lenovo Authorized Partner agreement and a Lenovo Authorized Warranty Service Provider status.
 - f. A copy of the Contractor's A+ certification issued by CompTIA for applicable employees assigned to this engagement.
 - g. 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.
 - h. 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.
 - i. References - The Contractor shall provide at least three (3) references for engagements within three (3) years of the proposal submission date.
 - j. Include any other additional documentation believed to be pertinent, but not specifically mentioned in this RFP, that may be useful and applicable to this project.
 - k. The Contractor must include a completed W-9 Form.
 - l. 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.
 - m. A completed Acknowledgement of Addenda form.
 - n. A list of all assumptions and exceptions to the specifications outlined in the RFP.
2. Completed Acknowledgement of Addenda Form – See Appendix D

COST PROPOSAL

The Cost Proposal package shall contain the following items:

- 1. Completed Price Proposal Form – Appendix A
- 2. Completed Proposer's Diversity & Inclusion Participation Form –Appendix B

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

Proposers may not amend, alter or omit any items on the Price Proposal 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 the Columbus Metropolitan Library Website: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the RFP opening. Proposers are responsible for any information provided in any and all

issued addenda. Proposers are required to acknowledge the receipt of all RFP addenda by using the supplied "Acknowledgement of Addenda" form.

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 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. An 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.

RFP & PROPOSAL QUESTIONS

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

PROJECTED TIMELINE

The projected timeline for this RFP process is provided below. The Library may, at its sole discretion, modify the schedule as necessary to allow for thorough and complete analysis of responses.

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	October 13, 2020
Pre-Proposal Conference	October 20, 2020
Inquiry Period Ends	Seven (7) days prior to the due date
Final Response to Vendor Questions	Five (5) days prior to the due date
Due Date	October 29, 2020
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***

SELECTION PROCESS

A. Selection Process

1. Columbus Metropolitan Library will form an evaluation committee to review and evaluate Contractor proposals. The following criteria weights will be assigned:
 - a. Quality of the Contractor's Technical Solution – 700 Points (Per Appendix D)
 - b. Cost Score – 300 Points
 - c. Total allowable Points - 1,000 points
2. The 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. All oral presentations will be conducted virtually.
3. Members of the 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.
4. The final score will be collected and recorded by the CML procurement staff.

B. Evaluation Criteria

1. Technical Proposal

- a. Members of the evaluation committee will utilize a zero (0) to five (5) scale to evaluate each proposal. Members of the evaluation committee will utilize the evaluation form in Appendix C and apply the scoring formula outlined below:

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

- b. Members of the evaluation committee will review the completeness and comprehensiveness of all Contractor proposals. The committee's score will be multiplied by the criteria weight to establish the extended score for that responsiveness criteria. All extended scores will be added together to establish the Contractor's weighted technical score.
- c. Emphasis will be placed on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Contractor, Contractor qualifications, quality of the proposed solution, organizational history and capacity, experience, and references. The evaluation form that will be used can be found in Appendix C.
- d. CML will calculate the weighted technical score in the following manner:

Formula:

(Contractor's Total Score/Total Maximum Points) x 700 Points = weighted technical score

Example:

(Contractor's Total Score (60) /Total Maximum Points (100)) x 700 Points = 420 Points (of a possible 700)

2. Cost Score

- a. The Contractors Total Price shall be calculated based on the quantity of materials multiplied by the net price. The lowest responsive proposal will be awarded the maximum amount of points for this category, based upon the formula below.

Formula:

(Lowest Responsive Price Proposal/ Contractor Proposal Submission) x 300 Points = Cost Score

Example:

(Lowest Responsive Price Proposal (\$100,000) / Contractor Proposal Submission (\$110,000)) x 300 Points = 273 Points (of a possible 300).

3. 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, on behalf of the Metro Libraries. Should negotiations fail to result in a signed contract within thirty (30) days, CML, on behalf of the Metro Libraries, 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.

Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

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

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

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

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

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

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the Contractor to be the sole point of contact 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 Bid or mailed to: Finance Department, Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215.

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

Taxes: Columbus Metropolitan Library is exempt from all federal, state, and local taxes as CML is part of Franklin County Government and has a 501(c)(3) 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 the Supplier's default from any part of the price still due on the Contract, after CML has provided prior written notice to Supplier of such default and intent to deduct damages from the Contract Price.

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

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

Indemnification: Supplier will indemnify CML, its employees, members of the Board of Trustees, and its Officers and administrators for all claims, damages, lawsuits, costs, judgments, expenses, liabilities that may arise out of, or are related to, the Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor 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 the venue for any dispute will be exclusive with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

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

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

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

Commercial General Liability: The Supplier shall maintain insurance coverage with a \$2,000,000 annual aggregate and a \$1,000,000 per occurrence limit for

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

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

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry the 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. All times referenced herein are Columbus, Ohio local times.
3. *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
7. <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 email: procurement@columbuslibrary.org.

Appendix A – Price Proposal Form

The Proposal Price Submission Form has been included in the solicitation email. Please email procurement@columbuslibrary.org with any questions.

Item	Estimated Annual Quantity (A)	Fixed Unit Price (B)	Total (A) X (B) = (C) (C)
Year 2020			
1. Desktops	22	\$ _____	\$ _____
2. Laptops	92	\$ _____	\$ _____
Total- 2020 (1 + 2)			\$ _____
Year 2021			
1. Desktops	166	\$ _____	\$ _____
2. Laptops	27	\$ _____	\$ _____
Total- 2021 (1 + 2)			\$ _____
Year 2022			
1. Desktops	628	\$ _____	\$ _____
2. Laptops	29	\$ _____	\$ _____
Total- 2022 (1 + 2)			\$ _____
Year 2023			
1. Desktops	547	\$ _____	\$ _____
2. Laptops	58	\$ _____	\$ _____
Total- 2023 (1 + 2)			\$ _____
Year 2024			
1. Desktops	157	\$ _____	\$ _____
2. Laptops	135	\$ _____	\$ _____
Total- 2024 (1 + 2)			\$ _____
Project Total (2020 + 2021 + 2022 + 2023 + 2024)			\$ _____

Notes:

The Contractor shall complete all sections of this price proposal form (Years 2020, 2021, 2022, 2023, and 2024). Failure to do so may result in a determination of nonresponsiveness and may result in your response not being considered for award.

1. The Contractor shall submit a fixed unit price for configuration services for each device, which shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This fee shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.
2. CML does not guarantee a fixed or minimum quantity of work. CML will compensate the Contractor only for services rendered and materials delivered and approved by the CML Authorized Representative.
3. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
4. CML is a tax-exempt organization.

Submitted by:

Contractor Name

Submitted By

Title

Signature

Date

Appendix B - 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 Bid Form.

_____ ("Bidder") submits the following information regarding its levels of MBE/WBE Participation:

List all MBE/WBE subcontractors and suppliers, with contract amounts, that Bidder 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 PRICE	\$
B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

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

The bidder'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 Proposer, were actively and aggressively undertaken by the Proposer, to reach such goals.**

Appendix C – Evaluation Tool – 20-010

<u>Responsiveness Criteria</u>	<u>Criteria Weight</u>	<u>Score (0-5)</u>	<u>Extended Score</u>
Technical Evaluation			
Company Profile, Abilities, Qualifications and Previous Experience	40		
Project Approach			
Device Configuration Services	20		
Delivery and Installation	20		
Warranty Services	20		
Weighted Technical Score			
Cost Evaluation			
Weighted Cost Score			
Total Composite Score (Weighted Technical Score + Weighted Cost Score)			

The weighted points will be multiplied times the numbers of Criteria's listed above for a maximum total of 700 points (5 points X 100) for the Technical Score.

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

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

Appendix D- Acknowledgement of Addenda

CML RFP 20-010

Project Description: PC Refresh, Configuration, and Distribution Services

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 BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Name: _____

Signature: _____

Title: _____

Date: _____