

COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

UPS Replacement

Issue Date: November 9, 2018

RFP Number: CML #18-020

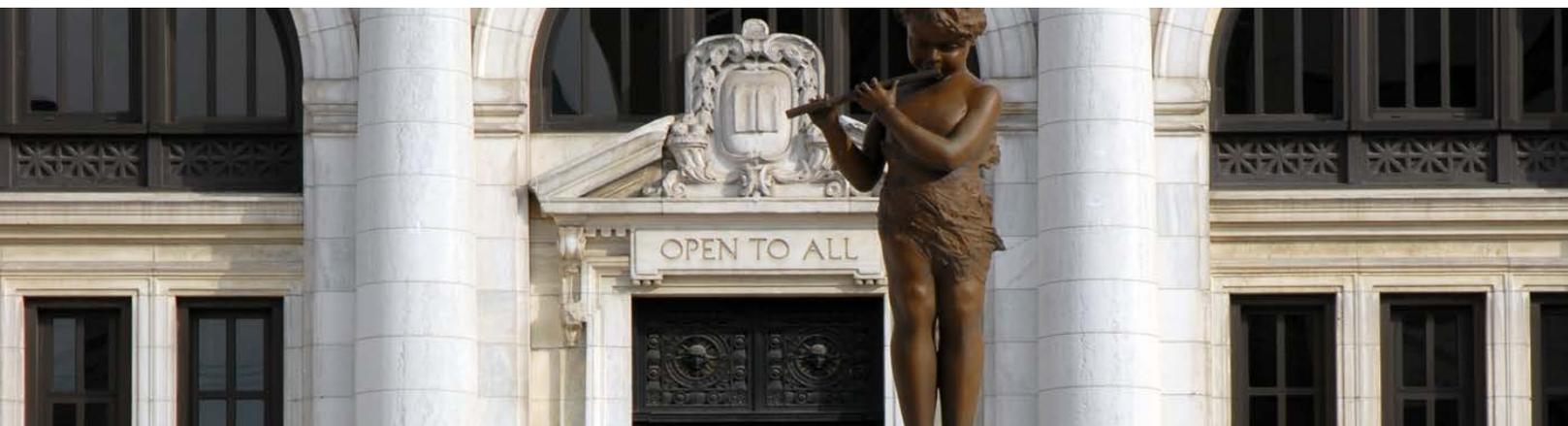
Issued by

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

Deadline for Submittal

Monday, December 12, 2018
No later than 12:00 NOON EST

Qualifies for E-Rate Funding



Dan Jones, Procurement Buyer
 Procurement Department
 Telephone: (614) 849-1028; FAX: (614) 849-1140
djones@columbuslibrary.org

REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Request for Proposal (“RFP”) for *UPS Replacement* (“Project”). The RFP Identification Number is: **CML #18-020**.

Proposals must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 no later than **12:00 Noon on Monday, December 12, 2018**. Any Proposal (“Proposal”) arriving after 12:00 Noon will be considered 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. on **Tuesday, November 27, 2018** to: procurement@columbuslibrary.org.

The Offeror (“Offeror”) declares to have read, understood and affirms, by its signature below, 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 or services at the prices proposed.

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

Federal Taxpayer Identification Number (TIN)		
Name of person signing proposal (Please print or type)		Title
Offeror Name		
Mailing address		
City	State	ZIP
Telephone		Toll Free 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

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

Refer to Appendix D for complete information and requirements.

PROJECT OVERVIEW

The Columbus Metropolitan Library (CML) is seeking Proposals from qualified Offerors for the purchase of branch UPS systems for each of its Library locations. Some Library locations have more than one network room. In addition, CML is seeking Proposals for a complete installation, configuration, support, and maintenance for each system.

The Library further intends to make a single award as a result of the RFP. CML may consider multiple awards if it is determined to be in the best interests of the Library.

Offerors, either directly or through their subcontractor(s), must be able to provide all products/services and meet all of the requirements contained in this solicitation and the successful Offeror (the Contractor) shall remain responsible for Contract performance, regardless of subcontractor participation in the work ("Work").

BACKGROUND

The Columbus Metropolitan Library consists of 24 locations throughout Franklin County, Ohio, and it employs approximately 800 employees. The Library also provides Outreach Services, serving a diverse population with varying needs, ranging from preschoolers to senior citizens.

The Library adheres to a long-term strategic plan, first developed in 2003 and updated in 2012, with guidance from members of the community, Library staff, Friends of the Library and the Library's Board of Trustees. This strategic plan provides measurable objectives, clear initiatives and includes the following areas for concentrated focus:

1. Young Minds: Encourage learning and growth
2. My Library: Anticipate changing customer needs
3. Life Skills: Identify challenges and provide opportunities

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 Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal. Please refer to Appendix C, *Offeror'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 Offeror acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

Equal Employment Opportunity/Nondiscrimination. The Offeror 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 Offeror 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 Offeror 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.

E-Rate Considerations

E-rate Guidelines shall govern the work and payments on the selected system and VAR (Value Added Reseller) for this installation and as such no funds will be able to be billed or collectible on this project until after July 1, 2019. Furthermore, any and all hardware not sold as a service but as a capitalized expense will be submitted to E-rate for Category Two level funding and will require review and E-rate approval before work can begin which will most likely not occur until after July 1, 2019.

To warrant consideration for an award of a contract resulting from this RFP, Offerors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-Rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service").

Offerors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies.

Complete Universal Service (E-Rate) Requirements are found in Appendix D.

Due to the nature of E-Rate funding approval and the time that may lapse between Contract and install, the Contractor agrees to evaluate the proposed system software and versions on the equipment listed in the Contract schedule and if available provide the Library the most up to date version and releases to the versions at the time install at no additional charge to the Library.

PROPOSAL SUBMISSION REQUIREMENTS

The Offeror must address all of the requirements listed in the Request for Proposal. All Proposals must be in a sealed envelope or appropriate packaging, with the Proposal Identification Number **CML #18-020** and title of **UPS Replacement** clearly marked on the outside, addressed and mailed to the below address.

PROPOSAL SUBMITTAL. Each Offeror must submit a Technical Proposal and a Cost Proposal as part of its Proposal package. Proposals must be submitted as two (2) separate components (Cost Proposal and Technical Proposal) in separate sealed envelopes/packages. Each Technical Proposal package must be clearly marked "**Number CML #18-020 UPS Replacement - Technical Proposal**" on the outside of each Technical Proposal package's envelope. Each Cost

Proposal package must be clearly marked “Number **CML #18-020 UPS Replacement – Cost Proposal**” on the outside of each Cost Proposal package’s envelope.

The Proposal package must also include electronic versions of the Technical and Cost Proposals on separate and clearly labeled flash drives. In a separate sealed envelope labeled “**Number CML #18-020 UPS Replacement**”, the Proposal package must include an electronic submission of two (2) MS-Windows formatted USB Flash Drives. Please clearly label each flash drive in accordance with its file contents as “**CML #18-020 Technical Proposal**” or “**CML #18-020 Cost Proposal**”.

IMPORTANT: Technical Proposals must not contain cost or pricing information. Each Offeror must submit one (1) original, completed and signed in blue ink, and four (4) hardcopies for a total of five (5) Technical and five (5) Cost Proposals in its package, plus electronic versions of each, to the following:

Columbus Metropolitan Library
Attn: Dan Jones, Procurement Buyer
96 S. Grant Avenue
Columbus, OH 43215

Proposals may also be delivered in person to the First Floor Main Circulation Desk at the Columbus Metropolitan Library located at 96 South Grant Avenue, Columbus, Ohio 43215.

Proposals will be accepted until the time indicated in the RFP. The Library is not responsible for any late mail or late special service deliveries.

Any Proposal arriving after 12:00 NOON on the due date will be marked late and will receive no consideration for selection to provide the specified services. The Library may return, unopened, any Proposal that is received after the deadline.

PROPOSAL INSTRUCTIONS

Offerors are cautioned to carefully review all parts of the RFP. Allowance may not be possible for any error or negligence of the Offeror.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Offeror’s capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Offeror’s ability to perform all of the actions, activities and functions described in this RFP.

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.

Costs for developing the Proposal are entirely the responsibility of the Offeror and shall not be chargeable to the Library.

The failure or omission of an Offeror to receive or examine any necessary document, form instrument, addendum, or other document shall in no way relieve any Offeror from obligations with respect to its Proposal. No claim for extra payment will be allowed based on an Offeror’s lack of knowledge of existing conditions and problems arising therefrom.

PROPOSAL QUESTIONS

Any questions or clarifications regarding this RFP must be sent to the following address: procurement@columbuslibrary.org and reference the RFP Identification Number **CML #18-020** and title of the RFP (*UPS Replacement*).

All questions must be submitted no later than 5:00 p.m. on **November 27, 2018**.

Offerors are encouraged to submit questions at any time during the inquiry period.

Answers to all questions will be documented and posted on the "Doing Business with CML" page of the Library's Website at: www.columbuslibrary.org/about/doing-business. Answers will be posted no later than 5:00 p.m. three business days after the inquiry period ends.

PROPOSAL FORMAT

Complete Proposal packages are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed sections:

1. Offeror Description: Provide a brief description of the Offeror's company/organization including the Offeror's size and area of specialization.
2. Provide a brief statement summarizing how the Offeror is particularly qualified for this Project.
3. Project Schedule/Installation Plan: Offeror shall describe its approach to completing the Project: how long will the installation take, what subcontractors will be hired for specific scopes of work, phasing, etc.
4. Work Plan: Offeror shall describe its approach for implementation.
5. The Offeror must have on staff a lead installer that is certified in the implementation of the selected UPS solution. The Offeror shall provide a background of this individual's experience and qualifications, as well as certifications and accreditations of the lead implementation expert.
6. The Offeror must be able to provide all labor and materials necessary for the purchase, installation, configuration, and implementation of the selected product.
 - a. This includes mounting hardware, ladders, lifts, and/or all equipment necessary to complete a full installation.
 - b. The Offeror is responsible for performing work in the least intrusive way possible as our locations are open to the public 7 days a week.
 - i. Specific scheduling and timing will be determined once the Contract is awarded.

- ii. Most locations will require early morning (prior to opening) or after hours installation.
 - iii. Standard operating hours are:
 - 1. Mon – Thur: 9AM – 9PM
 - 2. Fri: 9AM – 6PM
 - 3. Sat: 9AM – 6PM
 - 4. Sun: 1PM – 5PM
- c. The Offeror is responsible for returning and/or repairing anything damaged during the installation process to its original state.
- d. The Offeror shall acknowledge and confirm that 6, 6a, 6b, 6c, and 6d are understood.
7. The Offeror must provide a copy of the product warranty to include the period of time covered by the guarantee.
 8. Comparable Projects: The Offeror shall provide a description of related, recent project experience specific to installing the specified materials and role of key staff.
 9. The Offeror shall provide a statement that the Offeror is an authorized OEM dealer or distributor of the products being proposed.
 - a. Proposals for gray or secondary market products cannot be accepted.
 10. Offeror shall provide responses to the statements and questions from the Requirements and System Specifications detailed in Appendix A.
 11. Offeror shall provide responses to Appendix B, Cost Proposal.
 12. Offeror shall provide responses to Appendix C, Diversity & Inclusion Participation Form
 13. Offeror shall acknowledge and agree to comply with Universal Service (E-Rate) Requirements in Appendix D.
 14. References: The Offeror shall provide three (3) references, including current contact name, e-mail address and phone number for similar projects.
 15. The Offeror must include a completed W9 Form.
 16. The Offeror must provide a Certificate of Insurance (“COI”) with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and indicated on the COI.

SELECTION PROCESS

The Library's evaluation team, will review all Proposals and evaluate responses to the RFP.

The scale below (0-5) will be used to rate each Proposal on the criteria listed in Table 1.

DOES NOT MEET	WEAK	WEAK TO MEETS	MEETS	MEETS TO STRONG	STRONG
0 POINTS	1 POINT	2 POINTS	3 POINTS	4 POINTS	5 POINTS

CML will score the Proposals by multiplying the score received in each category by its assigned weight and adding all categories together for the Offeror's Total.

Representative numerical values are defined as follows:

DOES NOT MEET (0 pts.): Response does not comply substantially with requirements or is not provided.

WEAK (1 pt.): Response was poor related to meeting the objectives.

WEAK TO MEETS (2 pts.): Response indicates the objectives will not be completely met or at a level that will be below average.

MEETS (3 pts.): Response generally meets the objectives (or expectations).

MEETS TO STRONG (4 pts.): Response indicates the objectives will be exceeded

STRONG (5 pts.): Response significantly exceeds objectives (or expectations) in ways that provide tangible benefits or meets objectives (or expectations) and contains at least one enhancing feature that provides significant benefits.

Evaluation Criteria

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library. Total price will be given the highest weight during the evaluation process.

Specific criteria that will be considered during the evaluation include, but are not limited to:

1. Quality and comprehensiveness of the Proposal:
 - a. Demonstrated understanding, by the Offeror, of the Library and the Library's requirements.
 - b. Qualifications and ability to perform.
 - c. Responsiveness and adherence to RFP instructions.
 - d. Responsiveness to "Product Functional Evaluation Questions."
 - e. Responsiveness to Appendix A questions.
2. Quality of the proposed solution.
3. Stability and viability of the product and Offeror.
4. Offeror's experience on projects of similar scope.
5. Input from reference contacts.
6. Cost

Evaluation of Technical Proposal

TABLE 1 - TECHNICAL PROPOSAL EVALUATION

<u>Responsiveness Criteria</u>	<u>Weight</u>
1. Quality and comprehensiveness of the Proposal: a. Demonstrated understanding, by the Offeror, of the Library and the Library’s requirements. b. Qualifications and ability to perform. c. Responsiveness and adherence to RFP instructions. d. Responsiveness to “Product Functional Evaluation Questions.” e. Responsiveness to Appendix A questions.	20
2. Quality of the proposed solution.	20
3. Stability and viability of the product and Offeror.	20
4. Offeror’s experience on projects of similar scope.	10
5. Input from reference contracts.	10

The weighted points will be multiplied times the numbers of Criteria’s listed above for a maximum total of 400 points (5 points X 80) for the Technical Score.

Evaluation of Cost Proposal

CML will rank costs on a relative bases for a maximum total of 125 points for the Cost Score.

CML will calculate costs based upon the Offeror’s estimated hour and applicable labor rates, along with a “not-to-exceed” total amount. Refer to Appendix B. CML reserves the right to disqualify Proposals having costs that appear unrealistic or significantly understated for the services offered.

The following formula will be used to determine the final score of the proposal:

Total Points = Technical Proposal + Cost Proposal = _____ pts.

The maximum possible score is 525 points.

Contract Award

The Contract is to be awarded based on qualified Proposals, as per the enclosed rating system and at the discretion and consideration of CML. The CML evaluation team may select finalists to be interviewed; however, a Contract may be awarded without such interviews.

CML 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.

All Offeror’s that respond will receive notification if they have been selected or not.

EVALUATION AND SELECTION

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library, based on the information provided. Total price is given the highest weight during the evaluation process.

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	November 9, 2018
Inquiry Period Ends	November 27, 2018 (5:00 PM)
Final Response to Vendor Questions	November 30, 2018 (5:00 PM)
Due Date	December 12, 2018 by 12:00 p.m. (Noon)
Selection of Successful Offeror	TBA

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 Columbus, Ohio Local Time

**Columbus Metropolitan Library
Procurement Department**

Standard Contract Terms and Conditions

Contract Components. Entirety. Changes Interpretation

Contract Components: This contract consists of this document, the Standard Contract Terms and Conditions, the Special Contract Terms and Conditions (if any), the specifications or scope of work (SOW), and any written amendments to this document, valid Columbus Metropolitan Library (CML) purchase orders or other ordering documents (together referred to as the “Contract”).

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 SOW submitted to CML in response to a request (referred to as the Contractor in these Terms and Conditions) and Columbus Metropolitan Library (CML).

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 supplies or services under this Contract from the Contractor directly. The Contractor may receive purchase orders by telephone, facsimile, electronically or in person by authorized employees of CML. The Contractor is not required to fill an order date more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for a quarterly delivery or quarterly service. Under a Contract that provides for quarterly delivery, the Contractor is not required to fill an order with a delivery date of more than 90 days beyond the date of Contract expiration, termination or cancellation.

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to 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 Contractor noting the areas of discrepancy.

Payment: In consideration for the Contractor’s performance, CML will pay the Contractor at the rate specified in the contract. *Payments will be made by electronic funds transfer (EFT).* For all transactions, the Contractor must have a valid W9 form on file with the Finance Department. The completed form should be 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 supplies and services it has received and accepted, unless otherwise indicated herein.

Taxes: Columbus Metropolitan Library is exempt for 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 upon the projected beginning date of the Contract Cover Page or upon signature of CML by the Fiscal Officer, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled 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 agreement of both parties, any number of times for any period of time. The cumulative time of all renewals may not exceed two years.

Delivery

F.O. B. The Place of Destination: The Contractor must provide the 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 unless otherwise stated.

Time of Delivery: If the Contractor is not able to deliver the supplies or services on the date and time specified by CML ordering department on the ordering document, the Contractor must coordinate an acceptable date and time for delivery. If the Contractor is not able to, or does not, provide the supplies or services to an ordering department by the time and date agreed upon, CML may obtain any remedy provided below or any other remedy at law.

Minimum Orders-Transportation Charges: For purchase orders placed that are less than the stated minimum order, the transportation will be prepaid and added to the invoice by the Contractor to the delivery location designated in the ordering documents. Shipment is to be made by private or commercial freight service, airmail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing CML the difference between the most economical mode of transportation and the mode of transportation used by the contractor. Failure to reimburse CML shall be considered a default.

Contract Cancellation: Termination: Remedies

Contract Cancellation: If a Contractor 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 Contractor'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 Contractor.
- B. **Cancellation by Unremedied Default:** If a Contractor's default may be cured with a reasonable time, CML will provide written notice to the Contractor specifying the default and the time within which the Contractor must correct the default. If Contractor fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Contractor. If CML does not give timely notice of

default to Contractor, 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 Contractor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Contractor of its third default, CML may cancel this Contract without providing Contractor with an opportunity to cure, if the Contractor defaults a fourth time. CML shall provide written notice of the termination to the Contractor.
- D. Cancellation for Financial Instability: CML may cancel this Contract by written notice if Contractor does not pay its subcontractors and material suppliers within 10 days of payment to the Contractor by CML. To the extent permitted by law, CML may cancel this Contract by written notice to Contractor if a petition in bankruptcy or similar proceedings has been filed by or against the Contractor.

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

Remedies for Default:

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

Force Majeure: If CML or Contractor 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 Contractor 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: Contractor 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 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: Contractor may learn of information, documents, data, records and other material that is confidential in the performance of this Contract. Contractor may not disclose any information obtained by it as a result of the Contract without written permission from CML.

Contractor must assume that all CML information, documents, data, records or other material is confidential.

Publicity: Contractor and any of its subcontractors may not use or refer to this Contract to promote or solicit Contractor's or subcontractor's supplies or services. Contractor 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 Contractor 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 Contractor, and any agent of the Contractor, 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 Contractor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period may result in the Contractor being considered in default. 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 Contractor 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 Contractor. Any Contractor, 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: 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 Contractor 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 Contractor'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 Contractor'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 Contractor for immediate correction. If the Contractor 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 Contractor warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and be in compliance 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 <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: Requirements and Specifications

UPS Replacement RFP Number: CML #18-020

Background

Each Library location has either a standalone or rack mount UPS.

The Library currently utilizes APC SMT line for all its branch UPS systems.

A current inventory is below:

Location	2200	3000
Canal Winchester	1	0
Driving Park	1	0
Dublin	1	0
Franklinton	1	0
Gahanna	1	0
Hilliard	3	2
Hilltop	1	0
Karl Road	1	0
Linden	1	0
Livingston	1	0
Main Library	7	6
Marion Frank	1	0
Martin Luther King	1	0
New Albany	1	0
Northern Lights	2	0
Northside	1	0
Operations Center	1	0
Parsons	1	0
Reynoldsburg	1	0
Shepard	1	0
South High	2	0
Southeast	1	0
Whetstone	1	0
Whitehall	1	0
Totals	34	8

Project Objective

The new UPS systems are a key component for the Library system. The system must be a line interactive UPS that is expandable with additional battery packs. The minimum run time should be 60 minutes.

The specific requirements and goals of this project include:

1. Replace existing UPS systems with new expandable line interactive UPS systems.

2. Capable of 60 minute run time.
3. Integrations with the Library's current monitoring system, Solarwinds.
4. Network management capabilities.
 - a. Able to send alerts when on battery power or on utility power.

Specific Configuration to include in your bill of materials and in your quote.

1. 34, 2200 VA systems
 - a. APC SMX2200RMLV2U or equivalent
 - b. If different models, please provide costs for both rackmount and standalone units.
2. 68, 2200 VA battery expansion packs
3. 8, 3000 VA systems
 - a. APC SMX3000RMLV2U or equivalent
 - b. If different models, please provide costs for both rackmount and standalone units.
4. 8, 3000 VA battery expansion packs
5. 42, Network management cards for each system.
6. All software licenses to support this configuration
 - a. List required and optional software for value added features. Specify if software is required or optional.
7. Battery replacement support and maintenance.
8. Installation and implementation services including knowledge transfer.

RFP RESPONSE QUESTIONS:

Qualified Offerors are required to respond to the following technical and organizational questions.

1. UPS Solution Architecture

- a. Provide a brief overview of the solutions architecture and components.

2. Solution Components

- a. UPS System
 - i. What model UPS is being recommended?
 - ii. Does the UPS support external battery packs?
 1. How many "daisy chained" battery packs can the UPS system support?
 - iii. Does the system being proposed utilize extended run batteries?
 - iv. When was this model released?
 - v. What are the physical dimensions?
 - vi. Is there an equivalent rack mount and standalone model?
 1. Please price both models if different
 - vii. At what interval should the batteries be replaced?
 - viii. Describe any unique features about the UPS.
 - ix. Please provide a specification sheet of the proposed UPS.
 - x. Are the batteries able to be replaced without shutting down the UPS and interrupting power to components utilizing the UPS? Are they hot swappable?
- b. Network Management
 - i. Is the UPS system network capable?
 - ii. Describe the network management features.
 - iii. What alerting is available?
 - iv. Is additional software needed?

1. Describe available software components for management and monitoring functions.
- v. Explain the process for code upgrades for all components; network management.
- vi. What SNMP information can your UPS generate?
 1. Can your UPS system provide a battery time remaining estimate while it is on utility power?

3. Training, Services and Support

- a. Describe all technical, operational, and administrative knowledge transfers that will take place for CML personnel to successfully conduct activities related to the deployed solution.

**Appendix B: Cost Proposal
UPS Replacement
RFP Number: CML #18-020**

Instructions:

The cost shall contain all price information in the format specified on the Proposal Price Submission Form. Offerors are to complete Appendix B as provided on the form.

We are seeking to compare costs to purchasing 1, 3, or 5 years of support and licensing. We are also seeking costs related to installation and implementation services.

- Example – The Total Cost 3 Year would be one-time costs plus the 3 year recurring fees.

Please expand table as necessary to propose optional services.

	Quantity	One Time Cost	Recurring Fees 1 Year	Total Cost 1 Year	Recurring Fees 3 Year	Total Cost 3 Year	Recurring Fees 5 Year	Total Cost 5 Year
2200 VA UPS	34							
2200 VA UPS battery expansion pack	68							
3000 VA UPS	8							
3000 VA UPS battery expansion pack	8							
Network management cards	42							
Software								
Battery Maintenance (including scheduled PM and replacement).								
Implementation Services including knowledge transfer.	N/A			N/A		N/A		N/A
Installation	N/A			N/A		N/A		N/A
Total								

Optional, please provide offer to buyback existing equipment: \$ _____

Appendix C

**UPS Replacement
RFP Number: CML #18-020**

Offeror's Diversity & Inclusion Participation Form

A completed Offeror's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Form of Proposal or Bid Form.

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

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

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

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

I certify under penalty of perjury that the forgoing 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 Offeror does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Offerors, the Offeror must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Offerors, were actively and aggressively undertaken by the Offeror, to reach such goals.**

Appendix D: Universal Service (E-Rate) Requirements

To warrant consideration for an award of contract resulting from this Request for Proposal, Vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”) as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, “Universal Service”). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund (“USF”) subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, Vendors must comply with the following:

USF Knowledge - Vendors shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as “E-Rate”).

USF Registration - Vendors shall submit with its proposal a valid Service Provider Identification Number (“SPIN”) and a valid Federal Communications Commission Registration Number (“FCCRN”).

USF Participation - Vendors shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with the Library, the Universal Service Administrative Company (“USAC”), and any agency or organization administering the E-Rate Program to ensure that the Library receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Vendors’ services and/or products.

USF Documentation - Vendors shall provide to Library staff and/or the Library’s E-Rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendors has or that Vendors reasonably can acquire that the Library may need to prepare its E-Rate applications and/or to document transactions eligible for E-Rate support.

Invoicing Procedures - Vendors shall itemize, price, and invoice separately any materials or services that are ineligible for E-Rate funding. Vendors must include the following information on all invoices to the Library for E-Rate eligible equipment and/or services:

- Date of invoice
- Date(s) of service
- Funding Request Number (“FRN”)
- Vendors’ signature on invoice attesting to the accuracy and completeness of all charges
- Detailed description of services performed and materials supplied that matches Library’s contract specifications, Form 470 and Form 471 descriptions of same
- Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the Library (non-discounted amount of eligible charges)
- Invoice on Vendors’ letterhead or on a Vendors-generated form
- Library’s Billed Entity Number
- Library’s Federal Communications Commission Registration Number
- Proper E-Rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter (“FCDL”)

USF Discounted Invoicing and Reimbursement Processes

Vendors shall, at the Library’s request, either (a) invoice the Library only for the non-discounted amounts due on E-Rate-approved transactions and simultaneously invoice the Universal Service Administrative Company (“USAC”) for the balance [Discounted Invoice Process] or (b) remit to the Library within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payer for the discounted portions of E-Rate-approved transactions involving the Library [Reimbursement or “BEAR” Process].

Discounted Invoice Process

- Invoicing - Within fourteen (14) days from the date that Vendors delivers to the Library, E-Rate approved materials or services, when delivery of such services triggers a payment obligation under

Vendors' contract with the Library, Vendors must invoice the Library for its share of the pre-discount cost of those materials or services.

- Timely Filing - Vendors shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendors understands and agrees that Library will NOT be liable to Vendors and Vendors shall have no recourse against the Library for any discounted amount that Vendors submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
- Invoice Rejection - Vendors understands and agrees that Library shall not be liable to Vendors and Vendors shall have no recourse against the Library for any discounted amount that Vendors submits to USAC for payment if Vendors is at fault for USAC's refusal to pay; if the Library is at fault, the Library shall not be liable to Vendors and Vendors shall have no recourse against the Library for the amount at issue until both the Library and the Vendors have exhausted their administrative remedies of appeal to USAC and/or the FCC.
- Library Approval - Vendors shall submit to the Library for its review and approval before submitting it to USAC for payment a copy of every invoice that Vendors intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the Library. The Library shall not unreasonably delay or withhold approval of Vendors' USAC invoices. As Vendors is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the Library sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the Library has had a reasonable opportunity to review and approve them.

Delayed USF Funding Commitment

Vendors understands that, due to circumstances beyond the Library's control, the Library may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendors during that funding year.

USF Audit and Document Retention Requirement

Vendors shall maintain all proposals, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendors' services to the Library. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by the Library. Vendors shall include in all Subcontractor agreements for services, provisions requiring Subcontractors to maintain the same records and allowing the Library the same right to inspect and audit those records as set forth herein. In addition to the foregoing, Vendors will create, implement and enforce an internal E-Rate audit process that ensures that Vendors complies with all E-Rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the Library's 470 and 471
- Ensuring that services or products are not provided to the Library without Library's express written permission or official purchase authorization
- Ensuring that Library-approved substitute services or products are prominently noted on invoices submitted to USAC and the Library
- Where applicable, non-recurring products provided prior to September 30th and recurring services provided prior to June 30th

- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the Library, was actually provided to the Library and when
- If E-Rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-Rate eligible amounts and reconciliation of that total to the total amount billed
- If E-Rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-Rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to USAC and the Library in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Maintaining fixed asset list of E-Rate-supported equipment provided to the Library with detailed information for each item (model number, serial number, product description) and made available to the Library in electronic format

Contract Term Modification

The Library will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-Rate “program year” or an extended service end date for an E-Rate program year pursuant to a “service delivery deadline extension,” as those terms are defined by the Federal Communications Commission (“FCC”) and/or the Universal Service Administrative Company (“USAC”).