

## COLUMBUS METROPOLITAN LIBRARY

# Invitation to Bid

**ITB# 24-008 PC Refresh**

**Issue Date: March 8, 2024**

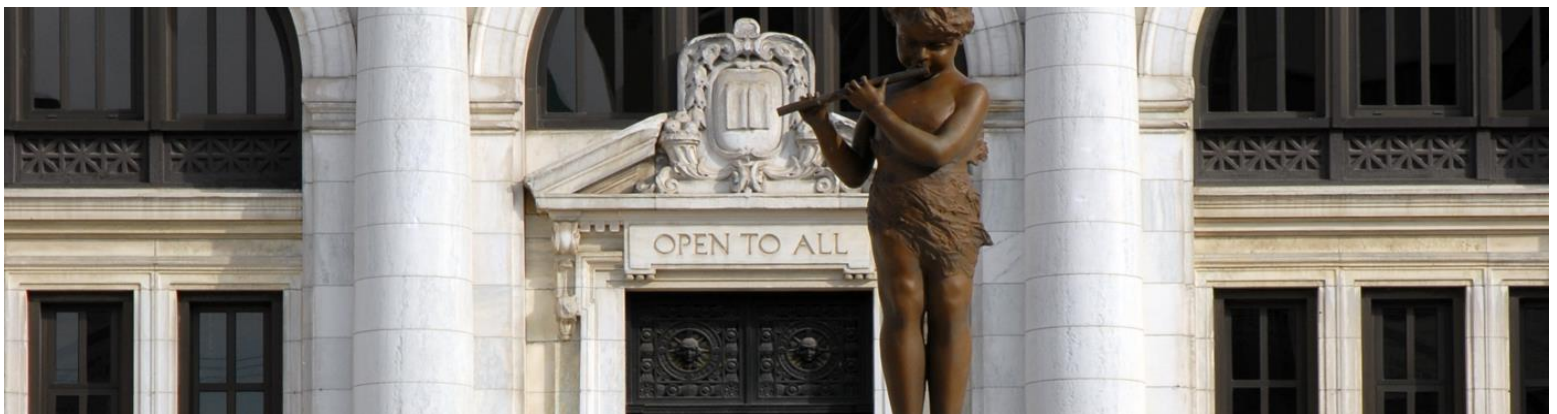
**ITB Number: CML #24-008**

**Issued by**

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

**Deadline for Submittal**

April 2, 2024  
No later than 12:00 NOON EST



## INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) for **PC Refresh (“Project”)**. The ITB Identification Number is: **CML #24-008**

Bids must be received via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) no later than **12:00 Noon on April 2, 2024**. Any Bid (“Bid”) arriving after 12:00pm or 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 in writing by 5:00 p.m. seven (7) days before the due date to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

The Bidder (“Bidder”) declares to have read, understood, and affirms, by its signature below, to be bound by all the instructions, terms, conditions, and specifications of this ITB and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified goods or services at the prices proposed.

The Bidder certifies, by signature affixed to this “Invitation to Bid Cover Sheet,” that the information provided in response to this ITB, including certified statements, is accurate and complete.

Federal Taxpayer Identification Number (TIN)		
Name of person signing Bid (Please print or type)		Title
Bidder Name		
Mailing address		
City	State	ZIP
Telephone		Secondary Telephone
Contact Person		
E-Mail address		
Authorized Signature (Original signature or DocuSign signed)		

**THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID**

## **PROJECT OVERVIEW**

The Columbus Metropolitan Library is seeking Bids from qualified Bidders to source Lenovo desktop and laptop computers at CML locations. This opportunity will be open to resellers of the State of Ohio Contracts for Lenovo Products (STS-033, Contracts 534411 and/or 534482). It is the Library's intention to obtain materials from a single vendor. However, CML understands that not all contractors can supply all of the products listed on the attached. Bidders are allowed to choose the products they would like to bid on.

## **GENERAL INSTRUCTIONS**

This project ("Project") is to provide specific hardware to the Columbus Metropolitan Library. The Contractor shall comply with the specifications and attachments in the bidding documents.

The Bidder shall examine Bid attachments prior to submitting a Bid. The submission of a Bid shall be evidence that this requirement has been met.

The Contractor shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions.

## **DIVERSITY**

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML has a strong preference for professional service providers to propose teams made up of MBE/DBE/WBE and/or EDGE certified staff to provide CML with a diverse professional staff representative of the central Ohio region in which they will be working and of the customers that CML serves every day. Minority Business Enterprises are encouraged to respond to this solicitation.

A completed Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal or Bid. Please refer to Appendix B – Supplier Diversity Form to submit or denote omission of participation.

## **COMPLIANCE WITH APPLICABLE LAWS**

By submitting a Proposal for Work on the Project, the Bidder 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 Bidder 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 Bidder 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 Bidder 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.

## SCOPE OF WORK

- I. Introduction
  - a. The Columbus Metropolitan Library (CML) seeks the services of a qualified Contractor to source Lenovo laptops and desktop PCs.
- II. Scope of Services
  - a. CML operates twenty-three (23) CML Facilities in the Columbus Metropolitan area. These facilities include the Main Library, and Branches. As part of the regular replacement cycle of computer hardware at our facilities, CML is seeking the services of a qualified contractor to purchase Lenovo laptops, desktops and Monitors on behalf of CML. The Contractor shall be responsible for receiving these devices, storing and delivering them to a designated CML location or a site of a CML partner that is authorized in writing by CML to receive the devices.
  - b. CML will utilize the contractor to purchase any items listed on the current published price list for **State of Ohio Contracts STS-033, Contract #534411 and/or 534482.**
- III. Contractor Qualifications
  - a. The Bidder must be an OEM Authorized Lenovo Dealer/Distributor and a Lenovo Authorized Warranty Service Provider.
  - b. he Bidder must be an Ohio STS Lenovo dealer in order to provide a bid submission.
  - c. At the time of the bid 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.
  - d. The Contractor shall be able to produce three (3) current references for similar projects upon request.
  - e. 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.
- IV. 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.
- V. Compensation
  - a. CML has listed an annual estimated quantity of purchases for items listed in the current published price list for State of Ohio Contracts STS-033, Contract # 534411 and/or 534482 on the price proposal form.
  - b. The Contractor shall submit a fixed discount for the total quantity that shall be applied equally to all items CML orders. The fixed unit discount rate 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 discount 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.

- c. The term of this agreement shall be from the date of signature through twenty-four (24) months after the date of signature.
- d. Products provided for bidding must follow the State of Ohio Contracts for Lenovo Products (STS-033, Contracts 534411 and/or 534482 through the twenty-four (24) month agreement.
- e. Upon mutual consent of the parties, this Agreement may be extended up to twenty-four (24) months in one (1) month increments.

## **BID INSTRUCTIONS**

Each Bidder must submit a response electronically to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org). It shall include the required documents. Each proposal file must be clearly marked "CML #24-008 PC Refresh" along with your company's name.

### **1. Cover Letter**

A cover letter, on the Bidder's letterhead shall be submitted and shall include, but need not be limited to, the following information:

- a. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
- b. A statement that the applicable discounts shall be valid through twenty-four (24) months after date of signature.
- c. A statement that bidders are authorized resellers of the State of Ohio Contracts for Lenovo Products (STS-033, Contracts 534411 and/or 534482).
- d. Identification of all the material enclosures submitted in response to this ITB.
- e. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet all requirements as described in this ITB.
- f. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- g. A statement that the Bidder understands all requirements of the ITB.

### **2. Invitation to Bid Cover Sheet**

3. Completed Price Proposal Form (Appendix A)
4. Supplier Diversity Form (Appendix B)
5. Completed Acknowledgement of Addenda Form (Appendix C)

Bids must be received by Procurement via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 PM EST on 4/2/2024.**

Any bid ("Bid") arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified services.

### **EVALUATION CRITERIA**

1. Responsive Bids will be evaluated based on the lowest Total Bid on all items listed on the price proposal form and the Contractor's ability to fulfill CML's order.
2. In the event of a tie, Contractor's will be invited to submit a best and final offer with the lowest final offer receiving a selection for the work provided that they are able to fulfill CML's order.

### **ADDITIONAL INFORMATION**

1. Bidders are responsible for any information provided in any and all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detailed costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time
4. CML is a tax-exempt entity.
5. Submission of a Bid in response to this ITB is the Bidder's acknowledgment that subjective criteria may be used in the evaluation of Bids. The Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library.

### **CONTRACT AWARD**

The Library is not, by virtue of issuing this ITB, obligated to enter into a Contract and reserves the right to not issue a Contract as a result of this solicitation.

CML will enter into negotiations with the responsive and responsible Bidder that submits the lowest Bid Price. The selected Bidder will be invited to negotiate a contract with CML. The contents of the selected Bid, together with the ITB and any formal questions and answers generated during the Bid process will be incorporated with and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within thirty (30) days, CML reserves the right to terminate negotiations and select the Bidder whose Bid is determined to be the next most advantageous to CML.

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

**PROJECTED TIMELINE**

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

<b>Activity</b>	<b>Target Completion Date</b>
Issuance of ITB	March 8, 2024
Inquiry Period Ends	Seven (7) days before the Bid due date -
Final Response to Vendor Questions	Five (5) days before the Bid due date –
<b>Due Date</b>	<b>April 2, 2024, at 12:00 pm (noon)</b>
Selection of Successful Bidder	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 Eastern Standard Time.*

## **Columbus Metropolitan Library 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](mailto:accountspayable@columbuslibrary.org). The invoice must be a proper invoice to receive consideration for payment. A "proper Invoice" is defined as being free of defects, discrepancies, errors or other improprieties. Improper invoices will be returned to the 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 \$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](mailto:procurement@columbuslibrary.org).

**Appendix A**  
**CML – 24-008 - PC Refresh**  
**Price Proposal Form**

State Contract Information Lenovo Devices	Lenovo OH STS Pricing STS033	Estimated Annual Quantity (A)	% Discount (B)	Net Cost (A) * (1-(B))= (C) (C)
Lenovo ThinkCentre M80 G3	\$759.00	119	_____ %	\$ _____
Tiny Form Factor				
Part # 11U2S2y700				
State Contract #534482				
Lenovo Standard 22" T22i-30 Monitor	\$182.00	40	_____ %	\$ _____
Part # 63B0MAR6US				
State Contract #534482				
Lenovo 22" Non-Touch TIO Monitor	\$249.00	247	_____ %	\$ _____
Part # 12N8GAR1US				
State Contract #534411				
Lenovo 22" Touch TIO Monitor	\$299.00	164	_____ %	\$ _____
Part # 12N9GAR1US				
State Contract #534411				
Standard Mobile 14" Notebook	\$1,129.00	109	_____ %	\$ _____
Lenovo ThinkPad T14 G4				
Part # 21HES1K800				
State Contract #534482				
ThinkPad Universal USB-C Dock (90W)	\$184	109	_____ %	\$ _____
Part # 40AY0090US				
State Contract #534482				
<b>Total Bid Price</b>				\$ _____

The Proposal Price Submission Form has been included in the solicitation email. Please email [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) with any questions.

**The Contractor shall complete all sections of this price proposal form. Failure to do so may result in a determination of non-responsiveness and may result in your response not being considered for award.**

**Notes:**

- A. CML has listed an annual estimated quantity of purchases for items listed on the current published price list for State of Ohio Contracts STS-033, Contract # 534411 and/or 534482 on the price proposal form.
- B. The Contractor shall submit a fixed discount for the total quantity that shall be applied equally to all items ordered by CML. The fixed unit discount rate 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 discount 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.

- C. 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.
- D. 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.
- E. All discounts shall remain fixed for the duration of this Agreement.

**Submitted by:**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Appendix B**

**CML – 24-008 - PC Refresh**

**Supplier Diversity Form**



## Appendix B - Supplier Diversity Form

**Company Name:**

**Federal ID Number:**

**Contact Name:**

**Email Address:**

**Are you a diverse supplier?**                      **Yes**                                      **No**

**If YES, please check all diversity classifications that apply:**

- 8(a)Small Business (8ASB)
- Disadvantage Business Enterprise (DBE)
- HUB Zone Small Business (HUBZONE)
- Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBTBE)
- Minority-Owned Business (MBE)
- Service-Disabled Veteran-Owned (SDVOB) Small Business (SB)
- Women-Owned Business Enterprise (WBE)
- Veteran-Owned Business (VOB)
- Other/Specify

Please provide an official certification for any of the diversity classifications selected above to the Columbus Metropolitan Library by emailing [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org).

**Note: Our program does not recognize self-certified businesses.**

If you do not have a certification and would like to check your qualification, several certification programs are available to businesses in Ohio, many of which will process your certification application at no cost. Visit these links to obtain your certification.

- US Small Business Administration at: <https://certify.sba.gov/>
- The City of Columbus Supplier Diversity webpage at:  
<https://www.columbus.gov/odi/supplier-diversity/Business-Certifications/>
- Ohio Dept. of Development: Minority Business Development Division at:  
<https://development.ohio.gov/business/minority-business/certifications>

Once you've received your certification, please send us this updated form and certification at [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org)



**Appendix C**  
**CML – 24-008 – PC Refresh**  
**Acknowledgment of Addenda**

Project Description: CML 24-008 PC Refresh

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 Bid 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: \_\_\_\_\_

Authorized Representative:

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

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

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

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