COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

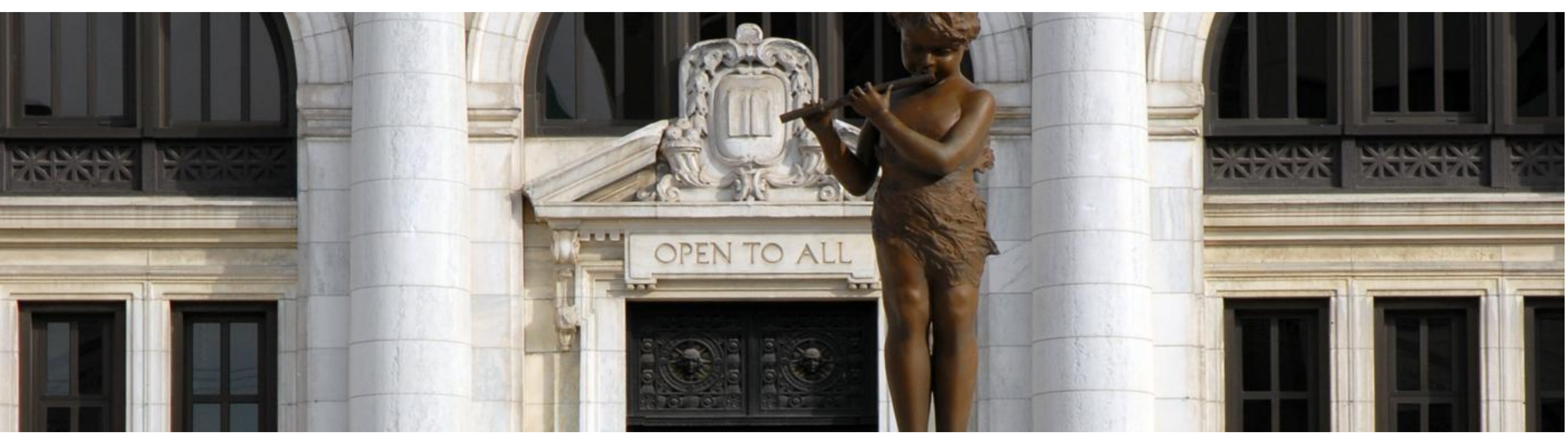
Wireless Refresh – 2026 E-RATE

Issue Date: NOV 6, 2025

RFP Number: CML # 25-022
Issued by:
Procurement Department
96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal:
DEC 10, 2025
No later than 12:00 Noon

E-RATE 2026



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (CML or Library or Owner) is issuing this Request for Proposal (RFP) for a Wireless Refresh with funding when approvered by the . The project consists of implementing, configuring and integrating new Wireless Devices the Scope of Work and requirements provided in this RFP, with an identificaiton number of CML #25-022.

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 ET on December 10, 2025.** The Library reserves the right to waive any defect or technicality in any Proposal received or to eliminate any firm that submits an incomplete or inadequate Proposal or that is not responsive to the requirements of the RFP.

All questions or requests for clarification must be submitted in writing via email to procurement@columbuslibrary.org no later than 5 p.m., December 1, 2025, and reference CML #25-022. All questions will be answered in the form of an addendum posted on the “Doing Business with the Library” page at www.columbuslibrary.org/about/doing-business. Library responses will be posted on December 3, 2025, at or before 5 PM ET.

Respondents are responsible for accessing, reviewing, and acknowledging any addenda in accordance with this RFP prior to submitting a Proposal. CML shall not be held liable for technical or other issues or obstructions.

The Respondent declares to have read and understood and agrees to be bound by all the instructions, terms, conditions and specifications of this RFP and agrees to fulfill the requirements of any contract (Contract) for which it is selected to provide the specified services at the prices proposed.

The Respondent 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. By submitting a response to this Request for Proposal, the Proposer acknowledges that it complies with applicable federal, state, and local laws and regulations.

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

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL.

OVERVIEW

The Columbus Metropolitan Library (CML) is soliciting proposals for the procurement, licensing, and installation of new Wireless Access Points (APs) and related Internal Connections (IC) equipment, as part of a replacement initiative for End-of-Life (EOL) hardware under the USAC E-Rate Program, Category Two.

E-RATE AND COMPLIANCE

Proposals must comply with all FCC, USAC, State, and Local competitive bidding rules. Price is the **primary factor** in vendor selection. Bidders must provide a valid SPIN and certify compliance. The purchase is contingent upon a satisfactory E-Rate funding commitment.

- All equipment noted is NOT required to be a specific vendor. Bids for equivalent products will be accepted and given equal consideration.
- All quantities listed are only estimates, and the Library is not required to purchase any or all items, related services, and stated quantities.
- Offer valid for the 2026 E-Rate window.

SCOPE OF WORK

The project includes:

1. Hardware and Licensing Procurement: Supply of all new Wireless Access Points (WAP), antennas, and multi-year licenses.

2. Professional Services: Physical installation of all new WAPs, including specialized installation requiring lifts at designated high-ceiling locations. WAPs will replace existing units and utilize existing cabling and mounts. Technical pre-configuration of devices will be performed by CML staff.

Section I - Required Materials (BOM)

Proposals for functionally equivalent hardware and licensing are welcome, provided full technical compatibility with the existing Cisco Meraki infrastructure is demonstrated.

Item Description	Type	Part/Model (or Equivalent)	QTY	Term/Notes
Indoor AP	Hardware	MR46-HW	231	Indoor, Integrated Antenna
Indoor AP w/ Ext Ant	Hardware	MR46E-HW	4	Indoor, External Antenna Connectors
Outdoor AP	Hardware	MR86-HW	13	Outdoor Rated APs

WAP Antennas	Hardware	MA-ANT-20	26	2 antenna pairs required per MR86-HW
AP License	License	LIC-ENT-7YR	270	7-Year Meraki Enterprise AP License
MX95 License	License	LIC-MX95-SEC-5Y	1	60-month Security Edition license for MX95
MX105 License	License	LIC-MX105-SEC-5Y	2	60-month Security Edition license for MX105
Switch License	License	LIC-MS120-8FP-3YR	4	36-month license MS120-8FP
Switch License	License	LIC-MS210-48FP-3YR	79	36-month license MS210-48FP
Switch License	License	LIC-MS225-48FP-3YR	19	36-month license MS225-48FP
Switch License	License	LIC-MS250-48FP-3YR	25	36-month license MS250-48FP
Switch License	License	LIC-MS425-16FP-3YR	2	36-month license MS425-16

Section II - Installation Services

- De-installation and disposal of EOL equipment.
- Physical mounting and connecting all 248 WAPs.
- Project Management and documentation.

Section III - Specialized Installation (Lift Requirement)

The proposal must include all costs for providing and operating the necessary **lifts and specialized labor** for high-mounted APs at the following locations: **Main Library (3 indoors and 1 outdoor), Driving Park Branch (6 indoor), and Northside Branch (1 indoor).**

Section IV - Deployment Locations

The project includes hardware replacement and installation services across the entire Columbus Metropolitan Library system at the following 24 locations:

Location	Address
Main Library	96 S. Grant Ave., Columbus, OH 43215
Operations Annex	400 W Johnstown Rd, Gahanna, OH 43230
Barnett Branch	3434 E. Livingston Ave., Columbus, OH 43227

Canal Winchester Branch	123 Groveport Road, Canal Winchester, OH 43110
Driving Park Branch	1422 E. Livingston Ave., Columbus, OH 43205
Dublin Branch	75 N. High St., Dublin, OH 43017
Franklinton Branch	1061 W. Town St., Columbus, OH 43222
Gahanna Branch	310 Granville St, Gahanna, OH 43230
Hilliard Branch	4500 Hickory Chase Way, Hilliard, OH 43026
Hilltop Branch	511 S. Hague St., Columbus, OH 43204
Karl Road Branch	5590 Karl Rd., Columbus, OH 43229
Linden Branch	2223 Cleveland Ave., Columbus, OH 43211
Marion Franklin	2800 Lockbourne Road, Columbus, OH 43207
Martin Luther King Branch	1467 E. Long St., Columbus, OH 43203
New Albany Branch	200 Market St., New Albany, OH 43054
Northern Lights Branch	4093 Cleveland Ave., Columbus, OH 43224
Northside Branch	1423 N. High St., Columbus, OH 43201
Parsons Branch	1113 Parsons Ave., Columbus, OH 43206
Reynoldsburg Branch	1402 Brice Rd., Reynoldsburg, OH 43068
Shepard Branch	850 N. Nelson Rd., Columbus, OH 43219
South High Branch	3540 S. High St., Columbus, OH 43207
Southeast Branch	3980 S. Hamilton Rd., Groveport, OH 43125
Whetstone Branch	3909 N. High St., Columbus, OH 43214
Whitehall Branch	4445 E. Broad St., Columbus, OH 43213

GENERAL INSTRUCTIONS

Proposers shall comply with the specifications and attachments in the proposal documents and shall comply with all applicable laws, rules, and regulations of the State of Ohio, Franklin County, and local jurisdictions.

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

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposers are cautioned to carefully review all parts of the RFP. No allowance may be made for any error or negligence of the Proposer.
2. Proposals are to be prepared in such a way as to provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP and provide sufficient information to fully establish the Proposer's ability to perform all of the actions, activities and functions described in this RFP.
3. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content and should minimize extraneous marketing materials.

4. The costs of developing the Proposal are entirely the responsibility of the Proposer and shall not be charged 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 #25-022** and Proposer's name in the subject line of the email and the file names.

PROPOSAL SUBMISSION APPROACH

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 files – one for the Technical Proposal and one for the Cost Proposal.

Each Technical Proposal package must be clearly marked "**CML #25-022- Technical Proposal".**

Each Cost Proposal package must be clearly marked "**CML #25-022 – Cost Proposal".**

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

TECHNICAL PROPOSAL:

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

1. **Table of Contents -** We recommend that Technical Proposals include a table of contents listing all sections
2. **RFP Cover Sheet** – signed by an officer of your company
3. **Cover Letter**
   A cover letter, on the Proposer'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 Proposer legally to the extent of work and financial obligation outlined in its Proposal.
   B. A statement that the prices will be valid through the 2026 E-rate Cybersecurity Fund window.
   C. Identification of all the material enclosures submitted in response to this RFP.
   D. A summary of the submitted Proposal and a brief statement of the Proposer's qualifications to meet all requirements as described in this RFP.
   E. A statement that the Proposer agrees to and accepts all terms and conditions contained herein.
   F. A statement that the Proposer understands all requirements of the RFP.

4. **Project Overview ("Work Plan")**
   The Work Plan should include a detailed description of how the Proposer will deliver on every aspect of the Project. It must address exactly how the Proposer will provide all required services specified in this RFP, including, but not limited to, the "Scope of Services".

5. **Proposer's Qualifications**
   The information included in this section shall include, but not be limited to, the following:
   A. Proposer must provide a valid SPIN and certify compliance.
   B. Statement of Affirmation regarding the Proposers ability to perform the Work.
   C. Completed Price Proposal Form (Appendix A)
   D. SEBE Form (Appendix B)
   E. Completed Acknowledgement of Addenda Form (Appendix C)
   F. Request for Proposal Cover Sheet
   G. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the RFP submission.
   H. Executive-level summary of the proposed solution(s).

6. **Description of Services and Staffing ("Staffing Plan") and Equipment –**
   A description of the Proposer's staffing plan for the CML project, which shall include but shall not be limited to:
   i. The name of each team member assigned to this project and the role assigned for each location.
   ii. A brief resume of experience, certifications, skills and abilities of each team member.
   iii. A disclosure of all adverse information that may is publicly available, which shall include but shall not be limited to:
      a. Lawsuits, judgments, liens, bankruptcies or claims made against the Offerors within five (5) years of the proposal due date.
      b. Debarment from entering into Contracts with the State of Ohio, any county in the State of Ohio, or any other government entity within five (5) years of the proposal due date.
   iv. If applicable, include a list of proposed Subcontractors for this project. For each Subcontractor listed, identify whether the Subcontractor is a certified woman- or minority-owned business. CML reserves the right to reject any Subcontractor not identified within the Proposer's response

7. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the RFP submission. Executive-level summary of the proposed solution(s).
8. Include any other information documentation believed to be pertinent but not explicitly mentioned in this RFP that may be useful and applicable to this project.
9. The Offeror must include a complete W-9 Form.
10. The Offeror must provide a Certificate of Insurance ("COI") with coverage per the terms provided herein and list CML as an Additional Insured. Waiver of Subrogation shall also apply and be indicated on the COI.
11. A list of all assumptions and exceptions to the specifications outlined in the RFP.
12. Completed Acknowledgement of Addenda Form – Appendix C

COST PROPOSAL

A. Proposers must provide a detailed breakdown of all costs for Hardware, Licensing, and Services. The correctness of the Proposer's Price total is the responsibility of the Proposer.
B. The Contractor may submit a fixed unit price for each item, 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.
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 through the E-rate program window.**
E. CML is a tax-exempt organization.
F. All services noted are NOT required to be a specific vendor. Proposals for equivalent products will be accepted and given equal consideration.

ADDITIONAL INFORMATION

1. Addenda to this RFP will be posted on the Columbus Metropolitan Library website: www.columbuslibrary.org/about/doing-business and will be emailed to vendors if vendor email addresses are available. Proposers 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 the 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 Proposal in response to this RFP is the Proposer's acknowledgment that subjective criteria may be used in the evaluation of Proposals. The 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.

TIMELINE & SCHEDULE OVERVIEW

PRE-PROPOSAL MEETING

A pre-proposal meeting will be held on **November 13 at 2:00 pm,** using the online Microsoft Teams Platform. Although the pre-proposal meeting is not mandatory, attendance by any prospective Proposer is encouraged. Interested Proposers should send email addresses of those who wish to attend the meeting by RSVP to procurement@columbuslibrary.org. An edited and annotated summary of the Pre-Proposal meeting will be published in the form of an addendum to the solicitation and will be available on the Doing Business With Us page of the Columbus Metropolitan Library website, https://www.columbuslibrary.org/doing-business/

Each Proposer will be deemed to have actual knowledge of all information provided or discussed at the pre-proposal submission meeting.

PROJECTED TIMELINE

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

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	November 6. 2025
Virtual Pre-Proposal Meeting	November 13 at 2:00PM ET
Inquiry Period Ends – Questions Due Date	December 1, 2025, 5:00 PM ET
Final Response to Vendor Questions	December 3, 2025, 5:00 PM ET
Due Date	**December 10, 2025, at 12:00 PM ET**
Selection of a 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.***

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 p.m. on December 1, 2025.** CML will post written responses to all properly received questions by **5:00 p.m. on December 3, 2025**.

Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s website at www.columbuslibrary.org/about/doing-business.

SELECTION PROCESS

1. CML will form an evaluation committee to review and evaluate proposals. The evaluation criteria are included and outlined in Appendix D – Evaluation Matrix. The following criteria weights will be used to evaluate the proposals:
   a) Total Cost of Ownership – 500 points
   b) Ease of Integration with existing Infrastructure – 250 points
   c) Previous Experience working on CML projects or input from references – 250 points
   d) Total Allowable Points - 1,000 points
2. CML may invite any or all Proposers to present an oral presentation on their technical and/or price submission specifics. Proposers will be provided with sufficient notice to prepare.
3. Members of the CML evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations. The final score will be collected and recorded by the CML procurement staff.

I. **Evaluation of Quality of Proposer’s Proposal:**

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

Zero (0)	Unsatisfactory	Does not conform to 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 exceed requirements as written.
Five (5)	Outstanding	Exceeds requirements in all aspects.

b. Members of the CML evaluation committee will review the completeness and comprehensiveness of all proposals. CML will place emphasis on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the Proposer, Proposer’s qualifications, quality of the proposed solution, organizational history and capacity, experience, and references.

II. Evaluation of Proposer’s Cost Proposal:

1. CML will rank costs on a relative basis to determine the cost score.
2. The Proposer’s cost score will be assigned in the following manner:

(Lowest Responsive Price Proposal / Cost of Proposer’s Proposal Submission) x 500 Points = Total Cost Score

Example:

(Lowest Responsive Price Proposal ($100,000) / Proposer Proposal Submission ($110,000)) x 300 Points = 454 Points (of a possible 500).

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

<u>Contract Award</u>

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 reserves the unconditional right to procure all or part of the proposed equipment, licensing, and services from one or more vendors based on the most cost-effective and compliant proposal(s). The Library may award separate contracts for Hardware and Licensing, Standard Installation, and Specialized Installation.

CML will enter into negotiations with the Proposer with the highest composite score following the final technical scoring by the evaluation committee. The selected Proposer will be invited to negotiate a contract with CML. The contents of the selected proposal, together with the RFP and any formal questions and answers generated during the proposal process, will be incorporated with and made part of the final contract as developed by CML. Should negotiations fail to result in a signed contract within thirty (30) days, CML reserves the right to terminate negotiations and select the Proposer whose proposal is determined to be the next most advantageous to CML.

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

Standard Contract Terms and Conditions

Columbus Metropolitan Library

Contract Components, Entirety, Changes Interpretation

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

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

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

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

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

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

The Contractor will assume responsibility for all Deliverables whether it, a subcontractor, or third-party manufacturer produces them in whole or in part. Further, CML will consider the

Contractor to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the Contract. The Contractor will be fully responsible for any default by a subcontractor, just as if the Contractor itself had defaulted.

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

Standard Invoice and Payment

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

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

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

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

Term of Contract: This Contract is effective on the date it is fully-executed and will continue until the Project is completed, unless canceled in accordance with the Terms found herein.

Contract Renewal: This Contract may be renewed solely at the discretion of CML for a period of one month. Any further renewals will be by mutual agreement of both parties, as stated herein. The cumulative time of all renewals may not exceed two (2) years.

Delivery

F.O. B. The Place of Destination: Where applicable, the Supplier must provide the products, supplies or services under this Contract F.O.B., the place of delivery/destination, unless otherwise stated. The address of delivery will be specified by the purchase order or other ordering document. Freight will be prepaid and included, unless otherwise stated.

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

<u>Contract Cancellation; Termination; Remedies</u>

Contract Cancellation: If a Supplier fails to perform any one of its obligations under this Contract, it will be in default, and CML may cancel this Contract in accordance with this section. The cancellation will be effective on the date delineated by CML.

A. Contract Performance is Substantially Endangered: If the Supplier's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.

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

C. Cancellation by Persistent Default: CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.

D. Cancellation for Financial Instability: To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

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

Remedies for Default:

A. Actual Damages. The Supplier is liable to CML for all actual and direct damages caused by the Supplier's default. CML may buy substitute supplies or services, from a third party, for those that were to be provided by the Supplier, and CML may recover the costs associated with acquiring substitute supplies or service, less any expenses or costs saved by the Supplier's default, from the Supplier.

B. Deduction of Damages for Contract Price. CML may deduct all or any part of the damages resulting from Supplier's default from any part of the price still due on the Contract, after CML has provided prior written notice to Supplier of such default and intent to deduct damages from the Contract Price.

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

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

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

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

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

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

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

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

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

Commercial General Liability: The Supplier shall maintain insurance coverage with a $2,000,000 annual aggregate and a $1,000,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside of the policy limits. Such policy shall designate CML as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation. The certificate shall be endorsed to reflect a per project/per location General Aggregate limit of $2,000,000. If the Supplier uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow from per project/per location basis. It is agreed upon that the Supplier's commercial general liability insurance shall be primary over any other coverage. The Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

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

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Supplier warrants all supplies to be free from defects in labor, material, and workmanship (manufacturing) and comply with the contract specifications.

ADDITIONAL TERMS:

1. This Contract represents the entire agreement of the parties hereto, and may not be amended except in writing signed by both parties.
2. CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at: http://www.irs.gov/pub/irs-pdf/fw9.pdf. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: procurement@columbuslibrary.org.

OUTREACH AND INCLUSION

Because the Columbus Metropolitan Library (CML) serves a diverse central Ohio population, CML strongly prefers for professional service providers who are certified Small and Emerging Business Enterprises (SEBE) to provide CML with a diverse professional supplier representative of the central Ohio region in which they will be working and of the customers that CML serves every day. SEBEs are encouraged to respond to this solicitation.

A completed Appendix B – Small and Emerging Business Enterprise (SEBE) Form must accompany the completed Bid. Please refer to Appendix B to submit this form.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Invitation to Bid, the Contractor acknowledges that it complies with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

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

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

FEDERAL FUNDING ADDENDUM

COLUMBUS METROPOLITAN LIBRARY

All contracts or purchase orders made or entered into by the Columbus Metropolitan Library Board of Trustees ("CML") which are paid in whole or in part with funds from the United States federal government pursuant to a grant, contract, loan, insurance, or guarantee, shall contain the terms of Uniform Guidance Act Code of Federal Regulations 2 CFR Part 200, including, but not limited to the contract provisions of Appendix II to Part 200, as they may be amended, hereby referred to as "UGA". CML and the contracting party, whether referred to in the contract as Contractor, Vendor, Subcontractor, Recipient, Payee, or another descriptor (hereinafter in this Addendum referred to as "Contractor") agree to incorporate UGA terms and this federal funding addendum (collectively referred to as the "Federal Funding Addendum") into the contract between CML and Contractor. Acceptance of payment from CML or a CML purchase order noting the use of federal funds confirms the Contractor's acknowledgment and agreement with the terms of this Federal Funding Addendum, and a signature on this Federal Funding Addendum is not required.

ALL CONTRACTS AND PURCHASE ORDERS

A. Equal Employment Opportunity. Contractors shall comply with EO 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246, Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," as amended. In addition, the Contractor shall abide by the requirements of 41 CFR §§60-1.4, 60-300.5(a), 60-741.5(a), 61-300.10, and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action programs, contract clauses, and posting requirements. **These regulations prohibit discrimination against individuals based on race, color, religion, sex, sexual orientation, gender identity, national origin, or protected veteran status or disability. Moreover, these regulations require affirmative action by covered prime contractors and subcontractors to take affirmative actions to employ and advance in employment qualified individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability.**

B. Rights to Inventions Made Under a Contract or Agreement. If performance is for experimental, developmental, or research work, Contractor shall provide for the rights of the Federal Government and CML in any resulting invention in accordance with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

C. Clean Air Act and the Federal Water Pollution Control Act. If the amount exceeds $100,000, Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

D. Byrd Anti-Lobbying Amendment. If the amount exceeds $100,000, Contractor and any required sub-contractors shall file the certifications required by this law and related regulations, certifying that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, office or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 USC 1352. Contractor and any required sub-contractors shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

E. Debarment and Suspension. Contractor represents and warrants that neither Contractor nor any other person or entity affiliated with Contractor and for whom standing under these laws is imputed to is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with EO 12549 or EO 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies and contractors declared ineligible under statutory or regulatory authority other than EO 12549. If the amount exceeds the small purchase threshold (currently, $100,000), the Contractor shall provide the University with the required certification regarding its exclusion status and that of its principal employees.

F. Records Access. CML, the Federal awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to all books, documents, papers, and records of the Contractor that are directly pertinent to use of federal funds for the purpose of making audits, examinations, excerpts, and transcripts.

G. Energy Policy and Conservation. Contractor will comply with the Energy Policy and Conservation Act (PL 94-163; 42 USC 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.

H. Procurement of Recovered Materials and the Solid Waste Disposal Act. Contractor will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the provisions of the State Energy Conservation Plan adopted pursuant thereto. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

I. Prohibition on Certain Telecommunications and Video Surveillance Services and Equipment. Contractor and subrecipients of Contractor are prohibited from using federal funds to procure or obtain equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (2 CFR 200.216).

J. Appropriation. (In accordance with 2 CFR App. II to Pt. 200, this provision applies to contracts in excess of $10,000.) The performance of CML of any of its obligations under a contract utilizing federal or state funds shall be subject to and contingent upon the availability of funds appropriated by federal or state government or otherwise lawfully expendable for the purpose of the contract for the current and future periods. CML shall provide notice to the Contractor of the non-availability of such funds and the intent to terminate the contract when CML has such knowledge. Upon receipt of such notice by Contractor, Contractor shall be entitled to payment only for those services performed prior to the date notice is received or for items procured pursuant to the contract prior to the date of notice that cannot be canceled. Determining whether funds are available shall be made at the sole discretion of CML.

K. Termination. (In accordance with 2 CFR App. II to Pt. 200, this provision applies to contracts over $10,000.) Unless otherwise negotiated in a written agreement signed by both parties, CML shall have the right to terminate a contract for convenience with 30 days written notice. CML shall have the right to terminate an agreement for cause immediately. Upon receipt of such notice by Contractor, Contractor shall be entitled to payment only for those services performed prior to the date notice is received or effective.

ADDITIONAL PROVISIONS – ONLY FOR CONSTRUCTION OR REPAIR CONTRACTS AND PURCHASE ORDERS

In addition to the above provisions, the following provisions shall apply in relation to all contracts and purchase orders for construction or repair:

L. Domestic Preferences for Procurements. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable when using federal funds, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products for this award. (2 CFR 200.322).

M. Copeland "Anti-Kickback" Act. If the amount is more than $2,000 for construction or repair, Contractor shall comply with the Copeland "Anti-Kickback" Act (18 USC 874), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing by any means any person employed in the construction, completion, or repair of any public building or public work to give up any part of the compensation to which the person is otherwise entitled.

N. Davis-Bacon Act. If over $2,000, and as required by the Federal program legislation, Contractor covenants and agrees that all laborers and mechanics employed by Contractor and its subcontractors on this project will be paid in compliance with the Davis-Bacon Act (40 USC 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). This Act requires Contractor to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor is required to pay wages not less than once a week.

O. Contract Work Hours and Safety Standards Act. If the amount is over $2,000 for construction projects, or in excess of $2,500 for other agreements, that involve the employment of mechanics or laborers, the Contractor shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

IN THE EVENT OF CONTRACTOR'S NONCOMPLIANCE WITH THE NONDISCRIMINATION CLAUSES OF ANY CML AGREEMENT OR WITH ANY OF THE SAID RULES, REGULATIONS, OR ORDERS, THE AGREEMENT OR PURCHASE ORDER MAY BE CANCELED, TERMINATED, OR SUSPENDED BY CML IN WHOLE OR IN PART.

Appendix A

CML RFP #25-022 – Wireless Refresh

Price Proposal Form

Itemized Pricing Tables

Please provide a detailed breakdown of all costs for Hardware, Licensing, and Services.

Appendix B

CML RFP #25-022 Wireless Refresh

Small and Emerging Business Enterprise (SEBE) Form

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

Appendix C

CML RFP #25-022 Wireless Refresh

Acknowledgment of Addenda

Project Description: Wireless Refresh - E-Rate.
Instructions: The Proposer must 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 before the Proposal Due Date and Time.

The respondent must 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 before the Proposal Due Date and Time.

Part I: Check Box if Applicable: ☐
Listed below are the issue dates 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: ______/_____/_____

Addendum # 7, dated: ______/_____/_____ Addendum # 8, dated: ______/_____/_____

Part II: Check Box if Applicable: ☐

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED PROPOSAL.
NOTE: THE PROPOSER MUST SIGN AND COMPLETE THIS FORM

Company Name: ____

Authorized Representative: ____

Name: ____

Signature: ____

Title: ____

Date: ____

Appendix D

Evaluation Matrix

CML RFP #25-022 Wireless Refresh

Responsiveness Criteria	Criteria Weight	Score (0-5)	Extended Score
Technical Evaluation			
1. Ease of Integration with existing Infrastructure (25%)	50		
2. Previous Experience working on CML projects or input from references (25%)	50		
Total Extended Score	500		
Weighted Technical Score			
Cost Evaluation			
Total Cost of Ownership (50%)	500		
Weighted Cost Score			
Total Composite Score (Weighted Technical Score + Weighted Cost Score)			

Criteria Weight x Score = Extended Score

Members of the evaluation committee will apply the scoring formula outlined here:

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.