

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Microsoft Software Licenses and Products ITB

Issue Date: December 12, 2025

Number: CML #25-024

Issued by:

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

Deadline for Submittal:

January 6, 2026
No later than 12:00 NOON EST



INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (CML or Library or Owner) is issuing this Invitation to Bid ("ITB") for *Microsoft Software Licenses and Products*. The ITB Identification Number is **CML #25-024**.

Bids must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 pm on January 6, 2026** EST. Any Bids ("Bids") arriving after 12:00 pm will be marked late and will receive no consideration for selection to provide the specified services. The Library reserves the right to waive any defect or technicality in any bid received or to eliminate any firm that submits an incomplete or inadequate bid or that is not responsive to the requirements of the ITB.

All questions or requests for clarification should be submitted in writing via email to procurement@columbuslibrary.org no later than 5:00 pm, **December 19, 2025**. The Library will post responses to properly received questions on or before **December 23, 2025**, before 5 pm on the "Doing Business With Us" webpage of the Library's website at www.columbuslibrary.org/doing-business.

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

The Bidder declares to have read and understood and agrees 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 services at the prices proposed.

The bidder certifies, by signature affixed to this ITB Cover Sheet, that the information provided by it in response to the ITB, including certified statements, is accurate and complete. By submitting a response to this Invitation To Bid, the Bidder acknowledges that it complies with applicable federal, state, and local laws and regulations.

Federal Taxpayer Identification Number (TIN)		
Name of Person Signing the Bid	(Please print or type)	Title
Bidder Name		
Mailing address		
City	State	ZIP
Telephone		
Contact Person		
E-mail address		
Authorized Signature (Original signature only)		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

OVERVIEW

The Columbus Metropolitan Library is seeking Bids from qualified Microsoft resellers for Microsoft Software Licenses and Products. Bids shall include all necessary materials, delivery and labor, and all necessary equipment to stage and complete the work (“Work”).

It is the Library’s intention to obtain materials and services, as specified in the ITB, from a Contract between the successful Bidder and CML.

Bidders, 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 Bidder (the “Contractor”) shall remain responsible for Contract performance, regardless of subcontractor participation in the Work.

SCOPE OF WORK

- I. **Introduction** - The Columbus Metropolitan Library (CML) seeks the services of a qualified Contractor to provide Microsoft Software Products and Licenses for use by CML.

- II. **Scope of Services**

The scope of this solicitation is strictly limited to the **procurement (purchase)** of Microsoft licensing products as detailed in Appendix B (Bid Price Submission Form)

Objective: To secure required Microsoft licenses for Columbus Metropolitan Library (CML) at the most advantageous terms and lowest overall cost.

Organization Status: CML is a **Public Library**. We are currently in the process of **migrating from Academic licensing to Non-profit licensing**. All quotes must reflect Non-profit eligibility and pricing.

Preferred Term: CML prefers a 36-month (3-year) contract term for all licenses provided.

Licensing Model Preference: CML is open to both **Enterprise Agreement (EA)** and **Cloud Solution Provider (CSP)** models, with preference for a 36-month contract term. The Library’s goal is to select the contract engine that is most advantageous to the organization. However, if the cost and coverage are substantially similar across proposals, CML prefers **the EA model** with a 36-month term due to its predictable management and reporting structure.

The SKUs provided in this RFP represent, in good faith, the Library’s best understanding of the products and quantities required for this project. If any item appears incomplete, unclear, or missing, vendors are expected to submit questions during the designated Q&A period to ensure accurate and comprehensive proposals.

Products labeled “**MS Grant**” correspond to Microsoft’s grant program, which provides eligible libraries with free licenses for the latest versions of Office Standard and Windows for public

access computers. Columbus Metropolitan Library expects to receive these licenses through the grant program but is including them here to ensure all required products and any associated costs are fully represented in vendor proposals.

Deliverable: Successful vendors will provide the necessary licensing keys/entitlements for the products listed in the- Bid Price Submission Form.

Exclusions: No other professional services, implementation, configuration, deployment, or support work are part of this solicitation. The winning vendor's sole responsibility is to **facilitate the purchase and delivery of the licenses.**

III. Bill of Materials (BOM):

CML reserves the right to purchase more or fewer of the items listed in the BOM based on final budget and need, at the quoted unit price.

Product	SKU	Qty
M365 E3	AAD-33204	700
Entra ID P2 Sub Per User	6E6-00003	700
M365 E5	AAD-33168	250
Entra ID Governance P2	ZWJ-00004	950
M365 Copilot	83I-00001	35
Project Plan 3	7LS-00002	2
Power Bi Premium USL	68B-00008	2
Power Automate Plan	SPU-00002	2
Visio Plan 2	N9U-00002	20

Vstudio Professional sub MSDN L/SA	77D-00110	3
Defender Endpoint Server Sub	1NZ-00004	60
CIS Standard 2Core L/SA	9GA-00006	28
RDS CAL L/SA Device	6VC-01251	10
SQL Server Std Core	7NQ-00302	8
Intune P1 Per Device	NLZ-00002	1175
Microsoft Defender for Endpoint Plan 1	I1F-00004	1175
MS Grant - Windows Pro Licensing	?	1
MS Grant - Office LTSC Standard 2024	DG7GMGF0PN5D	1
365 Apps for Enterprise	?	1

These Products, SKU's and unites are also provided in Appendix B – Bid Price Submission Form.

IV. General Terms and Conditions

- A. The Contractor shall be responsible for repairing any damage to a CML Facility caused by acts of the Contractor. The Contractor shall immediately notify the CML Authorized Representative of any damage and coordinate any repairs with the CML Authorized Representative within seven (7) days of the incident, without exception.
- B. In the event the Contractor takes an action that causes police, fire, or emergency response or a response from the CML fire and/or intrusion monitoring contractor, the Contractor shall be responsible for any fees, costs, fines, or penalties associated with said response. Any fees, costs, fines, or penalties will be deducted from the Contractor's monthly invoice. CML reserves the exclusive right to waive this fee.
- C. The Contractor shall not enter into any agreements with any subcontractors for this engagement without the prior written approval of CML. CML shall have the right to

interview and/or conduct background investigations of prospective subcontractors and reject proposed subcontractors. Any subcontractors shall meet the same experience requirements as the prime contractor.

- D. The Contractor shall monitor all deliverables and services and shall promptly notify the CML Authorized Representative, by telephone or other means, of any failure to provide such deliverables and services in accordance with the contract schedule. CML shall determine if failure to provide deliverables and services have caused or are likely to cause impairment to the operation CML or an inconvenience to CML. If it is determined that such failure to provide deliverables and services has caused or is likely to cause such impairment or inconvenience, then CML shall notify the Contractor in writing, and provide a cure date to the Contractor. The cure date shall provide the Contractor with a time period to cure the situation to avoid liquidated damages. Decisions by CML in this regard shall be final and shall not be arbitrary or capricious.

V. Contractor Qualifications

- A. At the time of the bid submission, the contractor must be designated as a Microsoft Authorized Reseller.
- B. At the time of the bid submission, the Contractor shall have a minimum of three (3) years of experience reselling and supporting Microsoft Products similar to what is described in these specifications and shall be currently providing these services.
- C. Experience as an employee, subcontractor, director, or principal of another organization will not be accepted.
- D. The Contractor shall provide at least three (3) references for engagements within three (3) years of the bid submission date. Failure to do so may result in the determination of non-responsiveness and a rejection of the Contractor's bid.

VI. Quality Control Services

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

VII. Liquidated Damages

- A. If the Contractor fails to commence or complete Services within the time frames set forth in this Agreement, then the Contractor shall be subject to fixed and liquidated damages of one hundred dollars (\$100.00) per calendar day or portion thereof that the Contractor fails to complete the work.
- B. All charges for liquidated damages assessed to the Contractor shall be deducted from money that is due or shall become due to the Contractor from CML. In the event there is no money due to the Contractor, then the Contractor shall pay the amount of the charges due to CML within thirty (30) days of such assessment.
- C. Such liquidated damages shall be subject to the cure procedures set forth in Section IV (G) of this Agreement.

VIII. Compensation

- A. The Contractor shall review the product list in Appendix B Bid Price Submission Form. The contractor shall enter the published Microsoft List Price for each item in the "List

Price” column. The contractor shall enter fixed resale price to CML on a per unit basis for each software license. The fixed resale price shall be fully burdened, and shall include but shall not be limited to, all labor, materials, equipment, statutory payroll taxes, Medicare, Social Security, Insurance, and subscriptions, tools, travel time, vehicles, general and administrative expenses, and Contractor profit.

- B. CML does not guarantee a fixed quantity of work. CML will compensate the Contractor only for services rendered and approved by the CML Authorized Representative.
- C. 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.

IX. Term

- A. The term of this agreement - is planned to be 36 months with an option of one two year or two one-year renewals

Contractor Qualifications

- A. A Statement of Affirmation as to Bidder’s ability to deliver the goods and services.

GENERAL INSTRUCTIONS

Bidders shall comply with the specifications and attachments in the Bid documents.

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

BID SUBMISSION REQUIREMENTS

1. Bidders are cautioned to review all parts of the ITB carefully. No allowance may be made for any error or negligence of the Bidder.
2. Bids are to be prepared in such a way as to provide a straightforward, concise description of the Bidder’s capabilities to satisfy the requirements of this ITB and provide sufficient information to fully establish the Bidder’s ability to perform all of the actions, activities and functions described in this ITB.
3. Emphasis should be on conformance to the ITB instructions, responsiveness to the ITB requirements, completeness and clarity of content and should minimize extraneous marketing materials.
4. Costs for developing the Bid are entirely the responsibility of the Bidder and shall not be chargeable to the Library.
5. All Bids must include all required items (equipment, hardware, services) as specified and shall not deviate from these. Bidders may provide alternates but only IN ADDITION TO

specified requirements. Bids listing alternates but not base scope requirements shall be deemed non-responsive.

6. The Bidder must address all of the requirements listed in the ITB. All Bids must be e-mailed to procurement@columbuslibrary.org, with the Bid Identification Number **CML #25-024**, title, and Bidder name in the subject line and the file names.

BID SUBMISSION APPROACH

BID SUBMITTAL

Bids will be accepted until 12:00 PM on January 6, 2026. Times referenced herein are Eastern Time. The Library is not responsible for late e-mail. All Bids must be submitted via email to procurement@columbuslibrary.org

The award shall be made to the responsive and responsible Bidder with the lowest Bid price.

BID REQUIREMENTS:

To facilitate the comparison of Bids, responses shall be organized into the following marked or tabbed sections.

Bid responses must be organized and submitted per the instructions in this section.

1. **Table of Contents** - Bids must include a table of contents listing all sections.
2. **ITB Cover Sheet** - signed by an officer of your company.
3. **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 Bid will be valid for 90 days.
 - C. Identification of all the material enclosures submitted in response to this ITB.
 - D. A summary of the submitted Bid and a brief statement of the Bidder's qualifications are to meet the requirements described in this ITB. This information shall include:
 - a. The names of the individuals involved in preparing the Bid and their relationships to the Bidder.
 - b. The name, address, and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
 - E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
 - F. A statement that the Bidder understands all requirements of the ITB.

4. Project Overview ("Work Plan")

The Work Plan should include a detailed description of how the Bidder will deliver on every aspect of the Project. It must address exactly how the Bidder will provide all required services specified in this ITB, including, but not limited to, the "Contractor Qualifications" and "Scope of Services."

5. Statement of Firm Qualifications

All Bids must include a statement of qualifications, experience and description of the firm and its history. The information included in this section shall include, but not be limited to, the following:

- A. Statement as to the Bidder's particular abilities and qualifications to include, but not limited to:
- a. Brief history of the company.
 - b. Product and service offerings.
 - c. Describe the core competencies.
 - d. The number of years the Bidder has been in business.
 - e. Primary corporate location's address.
 - f. The geographical area of operations and professional affiliations.
 - g. Overview of the ownership structure of the company. Is the company private or public?
 - h. Describe any alliances or strategic partnerships with other companies.
 - i. Size and composition of the organization.
 - j. Number of customers.

6. Description of Services and Staffing ("Staffing Plan") and Equipment

A description of the Bidder'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 be publicly available, which shall include but shall not be limited to:
 - a. Lawsuits, judgments, liens, bankruptcies or claims made against the Bidder within five (5) years of the Bid's 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 Bid's 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 Bidder'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 ITB submission. Executive-level summary of the proposed solution(s).
8. Include any other information documentation believed to be pertinent but not specifically mentioned in this ITB that may be useful and applicable to this project.
9. The Offeror must include a completed 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 ITB.
12. Completed Small and Emerging Business Enterprise Form - Appendix A
13. Completed Bid Price Submission Form – Appendix B. The bid shall contain all price information in the format specified on the Appendix B – Bid Price Submission Form.
14. Completed Acknowledgement of Addenda Form – Appendix C

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library website: <https://www.columbuslibrary.org/doing-business/>. 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 detail 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.

Bids must be received by the Procurement staff via email at procurement@columbuslibrary.org no later than 12:00 PM on January 6, 2026 Eastern Time. Any bid ("Bid") arriving after 12:00 PM will be marked late and will receive no consideration for selection to provide the specified item.

TIMELINE & SCHEDULE OVERVIEW

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 a thorough and complete analysis of responses.

Activity	Target Completion Date [^]
Issuance of ITB Inquiry Period Begins	December 12, 2025
Inquiry Period Ends	December 19, 2025
Final Response to Vendor Questions	December 23, 2025
Due Date	January 6, 2026, at 12:00 PM ET
Selection of Successful Bidder*	TBD

[^] All dates are subject to change. 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 ITB must be sent to procurement@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than **5:00 pm on December 19, 2025**. CML will post written responses to all properly received questions no later than **5:00 p.m. on December 23, 2025**.

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

SELECTION PROCESS

EVALUATION CRITERIA

The Bid shall contain **all price information** in the format specified on the Appendix B – Bid Price Submission Form. Vendors must provide a detailed cost breakdown, including the unit price for each product and total cost for the quantities listed. The vendor whose proposal offers the lowest total cost on Appendix B – Bid Price Submission form will be awarded the contract.

Bidders may not amend, alter or omit any items on the Bid Price Submission Form but can include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by CML.

Prices offered shall be all-inclusive and shall remain fixed for the duration of the agreement.

CML is a tax-exempt entity.

The Bidder shall bear full responsibility for the ultimate proposed cost, notwithstanding any errors in calculations or worksheets.

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’s intent is to enter into a contract with the Bidder with the lowest responsive offer. 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 Bidders that respond will receive notification if they have been selected or not.

Columbus Metropolitan Library

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

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

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

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

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

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

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

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

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

Standard Invoice and Payment

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

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

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

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

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

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

Delivery

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

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

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

- A. **Contract Performance is Substantially Endangered:** If the Supplier's default is substantial and cannot be cured within a reasonable time, or if CML determines that the performance of the contract is substantially endangered through no fault of CML, CML may cancel this Contract by written notice to the Supplier.
- B. **Cancellation by Unremedied Default:** If a Supplier's default may be cured with a reasonable time, CML will provide written notice to the Supplier specifying the default and the time within which the Supplier must correct the default. If Supplier fails to cure its default in the time required, CML may cancel this Contract by providing written notice to the Supplier. If CML does not give timely notice of default to Supplier, CML has not waived any of its rights or remedies concerning the default.
- C. **Cancellation by Persistent Default:** CML may cancel this Contract by written notice to Supplier for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Supplier of its third default, CML may cancel this Contract without providing Supplier with an opportunity to cure, if the Supplier defaults a fourth time. CML shall provide written notice of the termination to the Supplier.
- D. **Cancellation for Financial Instability:** To the extent permitted by law, CML may cancel this Contract by written notice to Supplier if a petition in bankruptcy or similar proceedings has been filed by or against the Supplier.

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

Remedies for Default:

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

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

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

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

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

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

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

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

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the Procurement Department within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bid 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 W-9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W-9 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 43212 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 A – Small and Emerging Business Enterprise Form must accompany the completed Bid. Please refer to Appendix A 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.

Appendix A

CML #25-024 Microsoft Software Licenses and Products ITB

Small and Emerging Business Enterprise (SEBE) Form

The CML “Small and Emerging Business Enterprise (SEBE) Form” can be found as a separate link located under the link to this RFP on the CML website page “Doing Business With Us”:

<https://www.columbuslibrary.org/doing-business/>

Appendix B

CML #25-024 Microsoft Software Licenses and Products

Bid Price Submission Form

Product	SKU	Qty (A)	List Price	Fixed Resale Price (B)	Total (A) X (B) = (C)
M365 E3	AAD-33204	700	\$	\$	\$
Entra ID P2 Sub Per User	6E6-00003	700	\$	\$	\$
M365 E5	AAD-33168	250	\$	\$	\$
Entra ID Governance P2	ZWJ-00004	950	\$	\$	\$
M365 Copilot	83I-00001	35	\$	\$	\$
Project Plan 3	7LS-00002	2	\$	\$	\$
Power Bi Premium USL	68B-00008	2	\$	\$	\$
Power Automate Plan	SPU-00002	2	\$	\$	\$
Visio Plan 2	N9U-00002	20	\$	\$	\$
Vstudio Professional sub MSDN L/SA	77D-00110	3	\$	\$	\$
Defender Endpoint Server Sub	1NZ-00004	60	\$	\$	\$
CIS Standard 2Core L/SA	9GA-00006	28	\$	\$	\$
RDS CAL L/SA Device	6VC-01251	10	\$	\$	\$
SQL Server Std Core	7NQ-00302	8	\$	\$	\$
Intune P1 Per Device	NLZ-00002	1175	\$	\$	\$
Microsoft Defender for Endpoint Plan 1	1F-00004	1175	\$	\$	\$
MS Grant - Windows Pro Licensing	?	1	\$	\$	\$
MS Grant - Office LTSC Standard 2024	DG7GMGF0PN5D	1	\$	\$	\$
365 Apps for Enterprise	?	1	\$	\$	\$
Total Bid Price					\$

Notes:

- You may provide an attachment with additional pricing details if desired.
- CML reserves the right to purchase more or fewer of the items listed in the BOM based on final budget and need, at the quoted unit price.
- CML is open to both Enterprise Agreement (EA) and Cloud Solution Provider (CSP) models, with preference for a 36-month contract term. The Library's goal is to select the contract engine that is most advantageous to the organization. However, if the cost and coverage are substantially similar across proposals, CML prefers the EA model with a 36-month term due to its predictable management and reporting structure.
- CML is a tax-exempt organization.
- The Library is not required to purchase any or all items, related services, and stated quantities.

Appendix C

CML #25-024 Microsoft Software Licenses and Products

Acknowledgment of Addenda

Project Description: Microsoft Software Licenses and Products ITB

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: _____