

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid

Sourcing of Lenovo Desktop and Laptop

Computers ITB #23-011

Issue Date: 03/29/2023

Issued by:

Procurement

Department 96

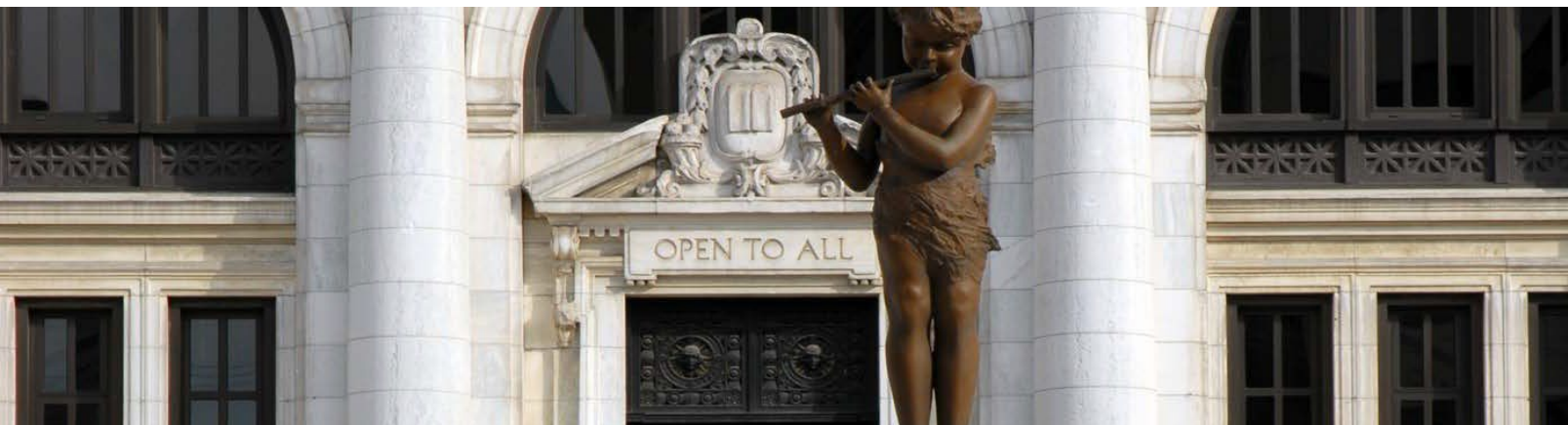
S. Grant Ave.

Columbus, OH 43215

Deadline for Submittal:

04/19/2023

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 Sourcing of Lenovo Desktop and Laptop Computers. The ITB Identification Number is **CML #23-011**.

Bids must be received via email to procurement@columbuslibrary.org **no later than 12:00 Noon EST on 04/19/2023**. Any bid (“Bid”) arriving after 12:00 Noon will be marked late and will receive no consideration for selection to provide the specified services.

All questions or requests for clarifications should be submitted as soon as possible to procurement@columbuslibrary.org.

The bidder (“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 goods and/or services at the prices proposed.

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

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

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

PROJECT OVERVIEW

The Columbus Metropolitan Library is seeking Bids from qualified Bidders to source Lenovo desktop and laptop computers at CML locations. This opportunity will be open to resellers of the State of Ohio Contracts for Lenovo Products (STS-033, Contracts 534411 and/or 534482).

It is the Library's intention to obtain materials from a single vendor. However, CML understands that not all contractors can supply all of the products listed on the attached. Bidders are allowed to choose the products they would like to bid on.

GENERAL INSTRUCTIONS

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

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

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

DIVERSITY

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

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

COMPLIANCE WITH APPLICABLE LAWS

By submitting a Proposal for Work on the Project, the Bidder acknowledges that it is in compliance with applicable federal, state, and local laws and regulations, including, but not limited to, the following: Equal Employment Opportunity/Nondiscrimination. The Bidder agrees that if it is awarded a contract that in the hiring of employees for performance of work under the Contract or any subcontract, neither it nor any subcontractor, or any person acting on its behalf or its subcontractor's behalf, by reason of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color, shall discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform work to which the employment relates. The Bidder further agrees that neither it nor any subcontractor or any person on its behalf or on behalf of any subcontractor, in any manner, shall discriminate against or intimidate any employees hired for the performance of the work under the contract on account of race, creed, sex, disability as defined in Section 4112.01 of the Ohio Revised Code, or color.

Ethics Laws. The Bidder represents that it is familiar with all applicable ethics law requirements, including without limitation Sections

102.04 and 3517.13 of the Ohio Revised Code, and certifies that it is in compliance with such requirements.

SCOPE OF WORK

- I. Introduction
 - A. The Columbus Metropolitan Library (CML) seeks the services of a qualified Contractor to source Lenovo laptops and desktop PCs.
- II. Scope of Services
 - A. CML operates twenty-three (23) CML Facilities in the Columbus Metropolitan area. These facilities include the Main Library, and Branches. As part of the regular replacement cycle of computer hardware at our facilities, CML is seeking the services of a qualified contractor to purchase Lenovo laptops, desktops and Monitors on behalf of CML. The Contractor shall be responsible for receiving these devices, storing and delivering them to a designated CML location or a site of a CML partner that is authorized in writing by CML to receive the devices.
 - B. CML will utilize the contractor to purchase any items listed on the current published price list for State of Ohio Contracts STS-033, Contract # 534411 and/or 534482.
- III. Contractor Qualifications
 - A. The Bidder must be an OEM Authorized Lenovo Dealer/Distributor and a Lenovo Authorized Warranty Service Provider.
 - B. The Bidder must be an Ohio STS Lenovo dealer in order to provide a bid submission.
 - C. At the time of the bid submission, the Contractor shall have a minimum of three (3) years of experience in providing the Materials and Services described herein and shall be currently providing these services.
 - D. The Contractor shall be able to produce three (3) current references for similar projects upon request.
 - E. Experience as an employee, subcontractor, director, or principal of another organization that is not currently submitting a bid will not be accepted to meet the three (3) years of experience.
- IV. Quality Control Services
 - A. The Contractor shall have a documented quality control program which shall be subject to inspection by CML.
 - B. The Contractor shall produce results from its Quality Control program to the CML Authorized Representative within forty-eight (48) hours of the request.
- V. Compensation
 - A. CML has listed an annual estimated quantity of purchases for items listed on the current published price list for State of Ohio Contracts STS-033, Contract # 534411 and/or 534482 on the price proposal form.
 - B. The Contractor shall submit a fixed discount for the total quantity that shall be applied equally to all items ordered by CML. The fixed unit discount rate shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel,

vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This discount shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.

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

BID INSTRUCTIONS

Each Bidder must submit a response electronically to procurement@columbuslibrary.org. It shall include the required documents.

1. Cover Letter

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

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

2. Invitation to Bid Cover Sheet

3. Completed Bid Price Submission Form (Appendix A)

4. Bidders Diversity and Inclusion Participation Form (Appendix B)

5. Completed Acknowledgement of Addenda Form (Appendix C)

Bids must be received by Procurement via email to procurement@columbuslibrary.org **no later than 12:00 PM EST on 04/19/2023.**

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

EVALUATION CRITERIA

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

ADDITIONAL INFORMATION

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

CONTRACT AWARD

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

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

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

PROJECTED TIMELINE

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

Activity	Target Completion Date
Issuance of ITB Inquiry Period Begins	March 29, 2023
Inquiry Period Ends	April 12, 2023
Final Response to Vendor Questions	April 14, 2023
ITB Due Date	April 19, 2023, @ Noon
Selection of Successful Bidder	TBA

CML reserves the right to modify this schedule at CML's discretion. Notification of changes in the response due date would be posted on the CML website or as otherwise stated herein. All times are Eastern Standard Time

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 a 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 with the applicable discounts as identified in Appendix A, at a minimum, and shall be valid through twenty-four (24) months after the date of signature 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

A. 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. Orders to each site should be complete, with no partial orders.

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 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 Contractor's performance under this Contract, including the performance by Contractor's employees and agents and any individual or entity for which the Contractor is responsible.

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

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

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and 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 Purchasing Division within seven (7) calendar days after notification by the CML of its selection of the Supplier to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Bidder's Bid not being considered. Said certificates are subject to the approval of the CML Manager of Purchasing and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Manager of Purchasing. Failure of the Supplier to maintain this coverage for the duration of the Contract, and any renewals, thereto may be considered a default.

Automobile Liability: Automobile Insurance is required for anyone coming onto CML branches and/or property to deliver goods or perform services using a vehicle, which is owned, leased, hired, or rented by the Supplier. Any Supplier, broker, or subcontractor who will be on CML property, but not delivering goods or performing services, is required to carry Automobile Liability Insurance that complies with the state and federal laws regarding financial

responsibility. Automobile liability insurance, including hired, owned, and non-owned vehicles used in connection with the Work, shall have a combined single limit coverage covering personal injury, bodily injury (including death) and property damage of not less than \$2,000,000 per accident.

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

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

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry 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 be in compliance with the contract specifications.

Appendix A
CML 23-011 Sourcing Lenovo Laptops/Desktops
Price Proposal Form

State Contract Information Lenovo Devices	Lenovo OH STS Pricing STS033	Estimated Annual Quantity (A)	% Discount (B)	Net Cost (A) * (1-(B))= (C) (C)
Lenovo ThinkCentre M80 G3	\$759.00	411	_____ %	\$ _____
Tiny Form Factor				
Part # 11U2SOB300				
State Contract #534482				
Lenovo Standard 22" T22i-20 Monitor	\$182.00	21	_____ %	\$ _____
Part # 61FEMAR6US				
State Contract #534482				
Lenovo 22" Non-Touch TIO Monitor	\$249.00	247	_____ %	\$ _____
Part # 11GSPAR1US				
State Contract #534411				
Lenovo 22" Touch TIO Monitor	\$299.00	164	_____ %	\$ _____
Part # 11GTPAR1US				
State Contract #534411				
Standard Mobile 14" Notebook	\$1,129.00	109	_____ %	\$ _____
Lenovo ThinkPad T14 G3				
Part # 21AJS1LS00				
State Contract #534482				
ThinkPad Universal USB-C Dock (90W)	\$184	109	_____ %	\$ _____
Part # 40AY0090US				
State Contract #534482				
Total Bid Price (A+B)				\$ _____

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

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

Notes:

- A. CML has listed an annual estimated quantity of purchases for items listed on the current published price list for State of Ohio Contracts STS-033, Contract # 534411 and/or 534482 on the price proposal form.
- B. The Contractor shall submit a fixed discount for the total quantity that shall be applied equally to all items ordered by CML. The fixed unit discount rate shall be fully burdened and shall include but shall not be limited to, labor, materials, statutory payroll taxes, social security, Medicare, fuel, vehicles, shipping, travel time, insurance, consumable materials, general and administrative expenses, and Contractor profit. This discount shall remain fixed for the duration of this Agreement and is not subject to any cost of living adjustments, modifications, increases, or changes at any time.
- C. CML does not guarantee a fixed or minimum quantity of work. CML will compensate the Contractor only for services rendered and materials delivered and approved by the CML Authorized Representative.
- D. All prices shall remain fixed for the duration of the Agreement and shall not be subject to any markups, cost of living adjustments, or increases at any time.
- E. All discounts shall remain fixed for the duration of this Agreement.

Submitted by:

Contractor Name

Print Name

Title

Signature

Date

Appendix B

**CML 23-011 Sourcing Lenovo Laptops/Desktops
Bidder's Diversity & Inclusion Participation Form**

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

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

List all MBE/DBE/WBE or Edge subcontractors and suppliers, with contract amounts, that Bidder will use for its work on the Project. (Continue list on additional sheets of paper if necessary.)

Name of Subcontractor / Supplier	MBE or WBE	Subcontract Amount
1.		\$
2.		\$
3.		\$
4.		\$
	A. TOTAL AMOUNT OF MBE/DBE/WBE OR EDGE SUBCONTRACTS	\$
	TOTAL BID	\$
	B. PERCENTAGE OF DIVERSITY PARTICIPATION* (A ÷ B x 100)	%

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

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

I certify under penalty of perjury that the forgoing and/or attached statements and information are true and correct. The undersigned will immediately notify the Owner in the event that any of the information provided in this Diversity & Inclusion Participation Form changes in any material way.

By: _____ Date: _____

Print Name and Title: _____

***If the Bidder does not indicate that it has achieved the Diversity & Inclusion Participation Goal set forth in the Instructions to Bidders, the Bidder must attach to this Form, a narrative, including exhibits, demonstrating and certifying that good faith efforts, as set forth in the Instructions to Bidders, were actively and aggressively undertaken by the Bidder, to reach such goals.**

Appendix C
CML 23-011 Sourcing Lenovo Laptops/Desktops
Acknowledgment of Addenda

Project Description: Sourcing Lenovo Desktop and Laptop Computers

Instructions: The respondent is to complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation which may have been issued by the CML prior to the Proposal Due Date and Time.

Part I: Check Box if Applicable:

Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum # 1, dated: ____/____/____ Addendum # 2, dated: ____/____/____

Addendum # 3, dated: ____/____/____ Addendum # 4, dated: ____/____/____

Addendum # 5, dated: ____/____/____ Addendum # 6, dated: ____/____/____

Part II: Check Box if Applicable: NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS COMPETITIVE SEALED BID.

NOTE: THE BIDDER MUST SIGN AND COMPLETE THIS FORM

Company Name: _____

Authorized Representative: _____

Name: _____

Signature: _____

Title: _____

Date: _____