

## COLUMBUS METROPOLITAN LIBRARY

# Invitation to Bid

Network Hardware – **Qualifies for E-Rate**

**ITB #23-022**

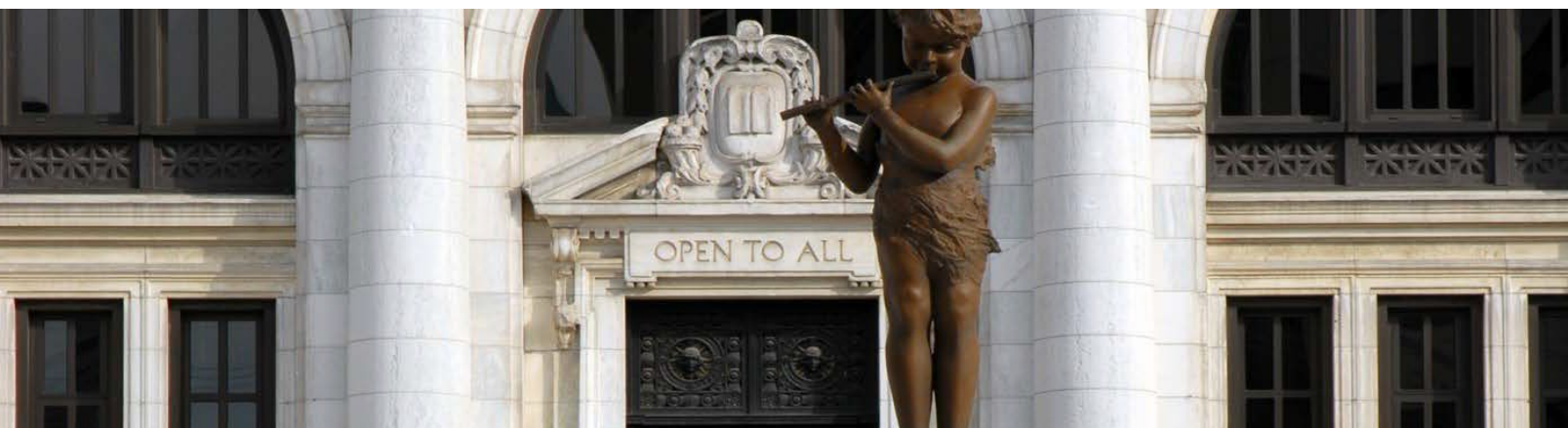
**Issue Date: 10/23/2023**

**Issued by:**

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

**Deadline for Submittal:**

November 20, 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 *Network Hardware*. The ITB Identification Number is **CML #23-022**.

Bids must be received via email to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 Noon EST on 11/20/2023**. 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](mailto: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.**

## **OVERVIEW**

The Columbus Metropolitan Library is seeking Bids from qualified vendors to source Network hardware.

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

## **SCOPE OF WORK**

The Library is seeking a vendor to procure various model types of networking equipment (see Appendix A)

The Bidder is responsible for all requirements as provided in this ITB and attached Project documents.

## **GENERAL INSTRUCTIONS**

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

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

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

## **DIVERSITY**

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

A completed Bidder's Diversity & Inclusion Participation Form or documentation of good faith efforts must accompany the completed Proposal or Bid. Please refer to Appendix B – *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<sup>3</sup> 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.

### **Bid Format and Content**

Each Bidder must submit a response electronically to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org). It shall include the required documents and provided Excel workbook.

#### 1. Cover Letter

- A. The signature of a person authorized to bind the Bidder legally to the extent of the work and financial obligation outlined in this Bid
- B. A statement that the bid prices will be valid through the E-rate FY2024 window.
- 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 to meet all requirements as described in this ITB.
- 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.

#### 2. Project overview ("Work Plan")

The Work Plan should include a detailed description as to how the Bidder will deliver on every aspect of the Project, including a demonstration of a quality control program.

#### 3. Bidder's Qualifications

Information included in this section shall include, but not be limited to, the following:

- A. A Statement of Affirmation as to the Bidder's ability to perform the Work

#### 4. Completed Bid Price Submission Form (Appendix A)

#### 5. Bidders Diversity and Inclusion Participation Form (Appendix B)

#### 6. Completed Acknowledgement of Addenda Form (Appendix C)

#### 7. Invitation to Bid Cover Sheet

Bids must be received by the Procurement staff via email at [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) **no later than 12:00 PM on 11/20/2023.**

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, the 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.

### **BID PRICE SUBMISSION FORM**

#### **Instructions:**

- A. CML has provided an Excel spreadsheet seeking the unit pricing for various network hardware components and licensing. Contractors are asked to complete and return the spreadsheet without modification.
- 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 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 prices shall remain fixed through the E-rate FY2024 window.

### **ADDITIONAL INFORMATION**

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library website: [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business) and will be emailed to vendors if vendor email addresses are available. Bidders are responsible for any information provided in any and all issued addenda.
2. Please invoice License renewals and Main Library hardware separately from the Canal Winchester hardware.
3. 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.
4. Times referenced herein are Columbus, Ohio local time

5. CML is a tax-exempt entity.
6. 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.

### **QUESTIONS**

Any questions regarding this ITB must be sent to [procurement@columbuslibrary.org](mailto:procurement@columbuslibrary.org) and the title of the ITB and the ITB # (23-022).

Answers to all questions will be documented and posted on the "Doing Business with Us" page of the Library's Web site at [www.columbuslibrary.org/about/doing-business](http://www.columbuslibrary.org/about/doing-business). The Library will make every attempt to respond to questions in a timely manner.

### **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.

<b>Activity</b>	<b>Target Completion Date</b>
Issuance of ITB Inquiry Period Begins	<b>October 23, 2023</b>
Inquiry Period Ends	<b>Seven (7) days prior to the bid due date (5:00 PM)</b>
Final Response to Vendor Questions	<b>Five (5) days prior to the bid due date (5:00 PM)</b>
ITB Due Date	<b>November 20, 2023, @ Noon</b>
Selection of Successful Bidder	<b>TBA</b>

*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 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.

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

**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. 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 23-022 Network Hardware**  
**Price Proposal Form**

The Bid Price Submission Form is available at <https://www.columbuslibrary.org/doing-business/>

- Bidders shall submit this form in electronic format using the Excel spreadsheet exactly as provided.
- The Contractor shall fill out the price proposal form in its entirety.  
Failure to do so may result in a determination of non-responsiveness and the Contractor's bid will not be accepted.
- 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.



## Appendix B - Supplier Diversity Form

**Company Name:**

**Federal ID Number:**

**Contact Name:**

**Email Address:**

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

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

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

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

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

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

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

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

**Appendix C**  
**CML 23-022 Network Hardware**  
**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: \_\_\_\_\_

**Appendix D**  
**UNIVERSAL SERVICE (E-RATE)**  
**REQUIREMENTS**

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

- USF Knowledge - Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-Rate").
- USF Registration - Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").
- USF Participation - Vendor shall agree to participate in the E-Rate Program and to cooperate fully and in all respects with the Columbus Metropolitan Library, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-Rate Program to ensure that the Columbus Metropolitan Library ("CML" or "Library") receives all of the E-Rate funding for which it has applied and to which it is entitled in connection with Vendor's services and/or products.
- USF Documentation - Vendor shall provide to CML staff and/or the CML's E-Rate consultant within a commercially reasonable period of time, all of the information and documentation, including the 471 Bulk Upload Templates, that the Vendor has or that Vendor reasonably can acquire that the CML may need to prepare its E-Rate applications and/or to document transactions eligible for E-Rate support.
- Invoicing Procedures - Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-Rate funding. Vendor must include the following information on all invoices to CML for E-Rate eligible equipment and/or services:
  - Date of invoice
  - Date(s) of service
  - Funding Request Number ("FRN")
  - Detailed description of services performed and materials supplied that matches CML's contract specifications, Form 470 and Form 471 descriptions of same
  - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the CML (non-discounted amount of eligible charges)
  - Invoice on Vendor's letterhead or on a Vendor-generated form
  - CML's Billed Entity Number – **BEN 129176**
  - CML's Federal Communications Commission Registration Number – **FCCFRN 0012033577**
  - Proper E-Rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")
- USF Discounted Invoicing and Reimbursement Processes - Vendor shall, at the CML's request, either (a) invoice CML only for the non-discounted amounts due on E-Rate-approved transactions [Discounted Invoice Process - SPI] or (b) invoice CML for the gross amounts due on E-Rate-approved transactions [Billed Entity Applicant Reimbursement Process (BEAR)].



- Discounted Invoice Process (SPI)
  - Invoicing: Within fourteen (30) days from the date that Vendor delivers to CML, E-Rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with CML, Vendor must invoice CML for its share of the pre-discount cost of those materials or services.
  - Invoice Filing: Vendor shall be solely responsible for filing invoices with USAC. Accordingly, Vendor understands and agrees that CML will NOT be liable to Vendor and Vendor shall have no recourse against CML for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
  - Invoice Rejection: Vendor understands and agrees that CML shall not be liable to Vendor and Vendor shall have no recourse against CML for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if CML is at fault, CML shall not be liable to Vendor and Vendor shall have no recourse against CML for the amount at issue until both the CML and the Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.
  
- Reimbursement Process (BEAR)
  - Vendor agrees to provide any necessary documentation, including but not limited to invoices, packing slips, and bills of material, necessary for the Billed Entity Applicant Reimbursement Process.
  
- Delayed USF Funding Commitment - Vendor understands that, due to circumstances beyond CML's control, CML may not receive an E-Rate funding commitment by the beginning of the E-Rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
  
- USF Audit and Document Retention Requirement - Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to CML. All such records shall be retained for ten (10) years following completion of services and shall be subject to inspection and audit by CML. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing CML the same right to inspect and audit those records as set forth herein. In addition to the foregoing, Vendor will create, implement and enforce an internal E-Rate audit process that ensures that Vendor complies with all E-Rate program rules and regulations. This process must include the following:
  - Separating ineligible project management and other professional services costs, if any, from other charges.
  - Where labor is involved, maintaining detailed, signed individual timesheets.
  - Ensuring that ineligible charges are not submitted to USAC.
  - Invoicing to USAC that is consistent with the contract and CML's 470 and 471.
  - Ensuring that services or products are not provided to CML without CML's express written

permission or official purchase authorization.

- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to CML, was actually provided to CML and when.
- If E-Rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support the allocation of E-Rate eligible amounts and reconciliation of that total to the total amount billed.
- If E-Rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471.
- Documenting that E-Rate-funded services were provided within the allowable contract period and program year.
- Ensuring that invoices are submitted to CML in a timely manner.
- Contract Term Modification - CML will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-Rate "program year" or an extended service end date for an E-Rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

## COLUMBUS METROPOLITAN LIBRARY FEDERAL FUNDING ADDENDUM

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 III 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.**