COLUMBUS METROPOLITAN LIBRARY

Request for Proposal

Switching Infrastructure Refresh and Annual License Renewals

Issue Date: Nov 17, 2026

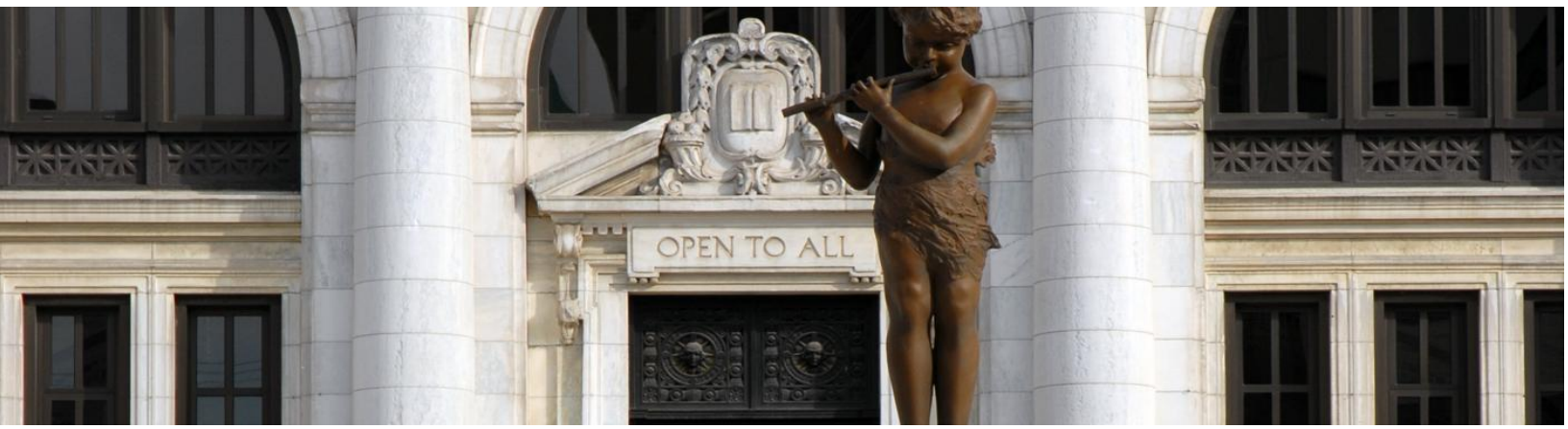
RFP Number: CML #26-019

Issued by:
Procurement Department
96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal:

Dec 17, 2026

No later than 12:00 PM (noon) EST **E-RATE 2027**



REQUEST FOR PROPOSAL COVER SHEET

The Columbus Metropolitan Library (CML or Library or Owner) is issuing this Request for Proposal (RFP) for Switching Infrastructure Refresh and Annual License Renewals. The RFP Identification Number is **CML #26-019.**

Proposals must be received by the Procurement staff at the Columbus Metropolitan Library via email to procurement@columbuslibrary.org **no later than 12:00 pm on December 17, 2026** EST.Any Proposals ("Proposals") 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 proposal received or to eliminate any firm that submits an incomplete or inadequate proposal or that is not responsive to the requirements of the RFP.

All questions or requests for clarification must be submitted to in writing via email to procurement@columbuslibrary.org on or before Dec 7, 2026. All questions will be answered in the form of an addendum and posted on the "Doing Business With Us" webpage of the Library's website at www.columbuslibrary.org/doing-business. Library responses will be posted on or before Dec 10, 2026**.**

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

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

The Respondent certifies, by signature affixed to this Request for Proposal Cover Sheet, that the information provided by it in response to the RFP, including certified statements, is accurate and complete. By submitting a response to this Request for Proposal, the Proposer acknowledges that it complies with applicable federal, state, and local laws and regulations.

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

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE PROPOSAL.

OVERVIEW

PROJECT OVERVIEW

The Columbus Metropolitan Library (CML) is soliciting proposals under the FCC E-Rate Program (Category Two) for the 2027 funding year. This procurement encompasses two distinct hardware/licensing scopes, along with an optional services component:

- **Scope A (Definite Purchase):** Annual Core Security & Sensor License Renewals — Multi-year dashboard license renewals for existing security appliances, virtual concentrators, and environmental sensors.
- **Scope B (Contingent Purchase):** Enterprise Switching Infrastructure Refresh — Procurement of new access and aggregation switches, optics, stacking components, power infrastructure, and multi-year cloud management licensing. This project will proceed only if proposals are determined advantageous to the Library.
- **Scope C (Optional Services):** Deployment Assistance (Time & Materials) Optional professional engineering and physical deployment support should the Library elect to proceed with the Scope B switch refresh.

E-Rate & Compliance Guidelines

- **Regulatory Adherence:** All proposals must strictly comply with FCC, Universal Service Administrative Company (USAC), State of Ohio, and local competitive bidding regulations.
- **SPIN Requirement:** Bidders must possess and supply an active Service Provider Identification Number (SPIN) and certify compliance with FCC Form 470/471 processes.
- **Equivalent Solutions:** In accordance with E-Rate rules, all manufacturer part numbers listed represent the standard of quality and functionality required. Proposals for functionally equivalent solutions will be accepted and evaluated equally, provided seamless integration and operational interoperability with CML's existing architecture.
- **Contingency & Discretion:**
    - Scope A (License Renewals) is a definite procurement.
    - Scope B (Switch Replacement) and Scope C (Deployment Assistance) are contingent upon budgetary feasibility, E-Rate funding commitment, and overall value to the Library. CML reserves the right to award all, part, or none of the items in Scopes B and C.

SECTION 1: Scope of Work and Bills of Materials (BOM)

1.1 Scope A: Annual Core License Renewals (Definite Purchase)

Renewal of cloud management and security licensing for CML's existing infrastructure across a 36-month term.

Line	Model / Description	Serial / ID	Desired Term	QTY
A-1	MT12 Water Leak Sensor License	Q3CB-GFSC-HG3J	36 Months	1
A-2	MT10 Temperature/Humidity Sensor License	Q3CA-2TLB-GU52	36 Months	1
A-3	VMX-M Virtual Security Appliance License	Q2DZ-UH2Q-MU6S	36 Months	1
A-4	MX250 Advanced Security License	Q2SW-2T48-FNN9	36 Months	1
A-5	MX250 Advanced Security License	Q2SW-NETR-4YYD	36 Months	1

1.2 Scope B: Switch Replacement Hardware & Licensing (Contingent Purchase)

Replacement switching infrastructure across CML Main and branch facilities. Bidders must quote both licensing term options - 7-year and 10-year.

Hardware Bill Of Materials (BOM):

Part / Model (or Equivalent)	Role / Specifications	QTY
C9300X-12Y-M	C9300X 12x25GE SFP+, 715W AC PS, Meraki Managed	2
PWR-C1-715WAC-P-M	715W AC Platinum Power Supply (Secondary for 12Y)	2
MA-PWR-CORD-US-FR	Meraki AC Power Cord (US Plug) for Dual PSUs	4
CON-ROB-C93X12YM	RMA Upgrade 8x5xNBD C9300X-12Y-M (60-Month)	2
C9300-48UXM-M	48-port (12 mGig & 36 2.5Gbps), UPOE, 1100W AC PS	43
PWR-C1-1100WAC-P-M	1100W AC Platinum Power Supply (Secondary for 48UXM)	43
MA-PWR-CORD-US-FR	Meraki AC Power Cord (US Plug) for Dual PSUs	86
C9300-48P-M	48-port PoE+, 715W AC PS, Meraki Managed	88
PWR-C1-715WAC-P-M	715W AC Platinum Power Supply (Secondary for 48P)	88
MA-PWR-CORD-US-FR	Meraki AC Power Cord (US Plug) for Dual PSUs	176
SFP-10G-SR-S=	10GBASE-SR SFP+ Module, Enterprise-Class	88
STACK-T1-1M-M	C9000 1M Type 1 Stacking Cable, Meraki	131
C9300-NM-8X-M	C9300 8 x 10GE Network Module, Meraki	49

Licensing Options (Enterprise Tier)

Switch licensing must be quoted under both duration options.

- **Licensing Option 1 (7-Year Term):**
    - LIC-C9300-24E-7Y (Qty: 2)
    - LIC-C9300-48E-7Y (Qty: 131)
- **Licensing Option 2 (10-Year Term):**
    - LIC-C9300-24E-10Y (Qty: 2)
    - LIC-C9300-48E-10Y (Qty: 131)
    -

1.3 Scope C: Deployment Assistance — Time & Materials (Optional)

Vendors must submit a structured Rate Card / Time and Materials (T&M) quote for optional professional deployment services. This will be engaged at CML's sole discretion if Scope B is awarded:

- **Scope of Assistance:**
    - Physical rack mounting, secondary power supply insertion, and power cord hookup.
    - StackWise cabling and uplink module installation.
    - Staging, Meraki cloud dashboard claiming/provisioning, and port profile migration.
    - After-hours branch cutover support.
- **Pricing Submission Requirements:**
    - Blended or tiered hourly labor rates (e.g., Lead Network Architect, Field Deployment Technician, Project Manager).
    - Standard business hours vs. after-hours/weekend cutover rates.
    - An estimated bucket of hours per standard closet stack (e.g., 2-switch, 4-switch, or 6-switch stacks).

SECTION 2: Deployment Locations (24 Sites)

Equipment delivery and potential deployment services cover the following 24 Columbus Metropolitan Library facilities:

Location	Address
Main Library	96 S. Grant Ave., Columbus, OH 43215
Operations Annex	400 W. Johnstown Rd., Gahanna, OH 43230
Barnett Branch	3434 E. Livingston Ave., Columbus, OH 43227
Canal Winchester Branch	123 Groveport Rd., Canal Winchester, OH 43110
Driving Park Branch	1422 E. Livingston Ave., Columbus, OH 43205
Dublin Branch	75 N. High St., Dublin, OH 43017
Franklinton Branch	1061 W. Town St., Columbus, OH 43222
Gahanna Branch	310 Granville St., Gahanna, OH 43230
Hilliard Branch	4500 Hickory Chase Way, Hilliard, OH 43026
Hilltop Branch	511 S. Hague St., Columbus, OH 43204
Karl Road Branch	5590 Karl Rd., Columbus, OH 43229
Linden Branch	2223 Cleveland Ave., Columbus, OH 43211
Marion Franklin Branch	2800 Lockbourne Rd., Columbus, OH 43207
Martin Luther King Branch	1467 E. Long St., Columbus, OH 43203
New Albany Branch	200 Market St., New Albany, OH 43054

Location	Address
Northern Lights Branch	4093 Cleveland Ave., Columbus, OH 43224
Northside Branch	1423 N. High St., Columbus, OH 43201
Parsons Branch	1113 Parsons Ave., Columbus, OH 43206
Reynoldsburg Branch	1402 Brice Rd., Reynoldsburg, OH 43068
Shepard Branch	850 N. Nelson Rd., Columbus, OH 43219
South High Branch	3540 S. High St., Columbus, OH 43207
Southeast Branch	3980 S. Hamilton Rd., Groveport, OH 43125
Whetstone Branch	3909 N. High St., Columbus, OH 43214
Whitehall Branch	4445 E. Broad St., Columbus, OH 43213

PROPOSAL SUBMISSION INSTRUCTIONS

By submitting a Proposal, the Proposer acknowledges that they have reviewed and will comply with all specifications and attachments included in the proposal documents. No allowance may be made for any error or negligence of the Proposer.

PROPOSAL SUBMISSION REQUIREMENTS

1. Proposals must present a straightforward, concise description of the Proposer's capabilities and provide sufficient information to demonstrate their ability to perform all requirements of this RFP.
2. Proposals should prioritize adherence to RFP instructions, responsiveness to requirements, completeness, and clarity, while minimizing extraneous marketing materials.
3. All costs associated with preparing the Proposal are the sole responsibility of the Proposer and may not be charged to the Library.
4. The Proposer must address all requirements in the RFP. All Proposals must be emailed to procurement@columbuslibrary.org with the Proposal Identification Number CML #26-019 and the Firms name in both the email subject line and file names.
5. Each Proposer must submit both a Technical Proposal and a Cost Proposal, provided as two separate files, one for the Technical Proposal and one for the Cost Proposal.
   a) The Technical Proposal file must be clearly marked "**CML #26-019- Technical Proposal Firm Name".**
   b) The Cost Proposal package must be clearly marked "**CML #26-019 – Cost Proposal Firm Name".**

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

Technical Proposal Requirements:

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

1. Table of Contents listing all sections.
2. **Signed and completed Cover Sheet**
3. **Appendix B – Acknowledgment of Addenda Form completed.**
4. Completed W-9 Form with the firm information.
5. Optional - Executive-level summary of the proposed solution(s)
6. **Cover Letter -** The Proposer shall submit a cover letter on company letterhead that includes the following:

a) The signature of an individual authorized to legally bind the Proposer to the scope of work and financial obligations outlined in the Proposal.
b) A statement confirming the Proposal will remain valid for ERATE 2027 timeline.
c) A brief summary of the Proposal and the Proposer's qualifications to meet the requirements of this RFP, including:
    i) The names of individuals involved in preparing the Proposal and their relationship with the Proposer.
    ii) The name, address, and telephone number of the primary contact for Proposal-related inquiries.

7. **Project Management, Staffing, and Firm Qualifications:**

a) **Statement of Firm Qualifications:** Each Proposal shall include a Statement of Firm Qualifications that describes the Proposer's experience, capabilities, and organizational background. At a minimum, this section must include the following:
    i) Overview of the firm, including relevant experience in national media relations and thought leadership
    ii) A summary of the Proposer's qualifications, core competencies, and specific capabilities relevant to the requested services, including a description of products and services offered.
    iii) A brief overview of the company, including its history, number of years in business, ownership structure (public or private), size and organizational composition, and approximate number of customers served.
    iv) A description of the Proposer's geographic areas of operation, relevant professional affiliations, and any alliances or strategic partnerships.

b) **Project Overview ("Work Plan"):** The Work Plan shall provide a detailed explanation of how the Proposer will deliver all aspects of the Project. It must clearly describe the approach for providing each required service identified in this RFP, including, but not limited to, the Scope of Services. At a minimum, it should include:
    i) Description of approach to developing media and thought leadership strategies
    ii) Relevant case studies or examples of similar work, particularly with mission-driven, public sector, or complex organizations.
    iii) Detailed timeline and work plan.

c) **Description of Services and Staffing ("Staffing Plan") and Equipment:** The Proposer shall submit a description of its proposed staffing and/or equipment plan for the CML project. At a minimum, this section must include the following:
   i) A summary of the proposed project team, identifying each team member assigned to the project, their role (by location, as applicable), and a brief description of relevant experience, certifications, skills, and abilities.
   ii) Disclosure of any publicly available adverse information within the five (5) years preceding the Proposal due date, including, but not limited to, lawsuits, judgments, liens, bankruptcies, claims, or any debarment by the State of Ohio, any Ohio county, or other governmental entity.

d) **Subcontractor Use:** Identification of any proposed Subcontractors, if applicable. CML reserves the right to reject any Subcontractor not identified in the Proposer's response.

8. Three (3) references for projects similar to that outlined in the specifications completed within three (3) years of the date of the RFP submission, particularly with mission-driven, public sector, or complex organizations.
9. 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.
10. Provide a list of any assumptions, qualifications, deviations, or exceptions to the requirements of this RFP, the CML Standard Terms and Conditions, and the Federal Funding Addendum. Any accepted exceptions will be incorporated into the final contract.
11. Include any additional information or documentation that, while not specifically requested in this RFP, may be relevant and beneficial to the project.

Cost Proposal Requirements:

Please include the completed Appendix A – Price Proposal Form in full.

Include the fee structure for the Planning and Execution phases. Evaluation will consider the clarity and completeness of the cost proposal, the alignment of proposed costs with the Scope of Work, and the overall value offered, which may not necessarily be the lowest cost.

ADDITIONAL INFORMATION

1. **Addenda -** Any addenda to this RFP will be posted on the Columbus Metropolitan Library's website at: www.columbuslibrary.org/about/doing-business. Proposers are

responsible for reviewing and incorporating all information contained in any issued addenda.

2. **Invoicing and Payment** - Proper and complete invoices will be paid within thirty (30) days of receipt. Invoices must itemize the services provided, include service dates and detailed costs, and be submitted on company letterhead to the email address specified in the Library's purchase order. Refer to the Terms and Conditions for additional payment requirements.
3. **Time References** - All times referenced in this RFP are Columbus, Ohio local time.
4. **Tax-Exempt Status** - Columbus Metropolitan Library is a tax-exempt entity.
5. **Proposal Evaluation** - Submission of a Proposal constitutes acknowledgment that subjective criteria may be used in the evaluation process. The award will be given to the responsive and responsible Proposer whose submission is determined to be most advantageous to the Library. While price is an important factor, it will not be the sole determining factor.

TIMELINE

QUESTIONS

All questions regarding this RFP must be sent to procurement@columbuslibrary.org and must reference the RFP Identification Number and title of the RFP and must be submitted on or before **December 7, 2026**. CML will post written responses to all properly received questions on or before **December 10, 2026**.

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.

PROJECTED TIMELINE

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

Activity	Target Completion Date
Issuance of RFP Inquiry Period Begins	November 17, 2026
Inquiry Period Ends – Questions Due	December 7, 2026
Final Response to Vendor Questions	December 10, 2026
Due Date	**December 17, 2026, 12:00 PM ET**

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.***

PROPOSAL EVALUATION

Selection Criteria

Proposals will be evaluated by a selection committee using the criteria outlined in **Appendix C – Evaluation Matrix**. The Library may request additional information, conduct interviews, or require presentations from one or more proposers as part of the evaluation process. The award will be made to the firm whose proposal is determined to be the most advantageous to the Library, considering all evaluation factors.

CML will form an evaluation committee to review and evaluate proposals. The evaluation criteria are included in Appendix C – Evaluation Matrix. The following criteria weights will be assigned:

a) Total Cost of Eligible E-Rate Products and Services – 500 Points
b) Vendor Technical Experience & Qualifications – 250 Points
c) Compatibility & Seamless Integration with Existing Cloud Infrastructure – 250 Points

Total Allowable Points – 1000 points

CML may request additional information, conduct interviews, or invite any or all Proposers to present an oral presentation on their technical and/or price submission specifics. Proposers will be provided with sufficient notice to prepare.

Members of the CML evaluation committee may choose to retain their original technical score following the oral presentation or may choose to re-score any or all Proposers following oral presentations. The final score will be collected and recorded by the CML procurement staff.

Evaluation of Proposer's Proposal:

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

Zero	(0)	Unsatisfactory	Does not conform to requirements.
One	(1)	Poor	Conforms to requirements in a limited manner.
Two	(2)	Satisfactory	Generally meets requirements with limitations.
Three	(3)	Good	Meets requirements as written.
Four	(4)	Excellent	Meets and generally exceeds requirements as written.
Five	(5)	Outstanding	Exceeds requirements in all aspects.

Members of the CML evaluation committee will review the completeness and comprehensiveness of all proposals. CML will place emphasis on the quality and comprehensiveness of the proposal, including the understanding of the requirements by the

Proposer, Proposer's qualifications, quality of the proposed solution, organizational history and capacity, experience, and references.

Evaluation of Proposer's Cost Proposal:

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

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

Example:

(Lowest Responsive Price Proposal ($100,000) / Proposer Proposal Submission ($110,000)) x 5000 Points = 454.5 Points (of a possible 500).

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

The final decision will be based on the overall RFP response that is deemed most advantageous to the Library, based on the information provided.

Contract Award

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

- CML will award Scope A upon bid evaluation.
- CML reserves the right to award or decline Scope B in whole or in part depending on bid favorability and funding availability.
- CML reserves the right to select or decline Scope C deployment assistance independently of hardware procurement.
- Contracts may be awarded to one or multiple vendors based on the best overall value to the Library.

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

The CML Standard Terms and Conditions and the Federal Funding Addendum included with this RFP shall govern this solicitation and any resulting contract and are incorporated herein by reference.

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

Standard Contract Terms and Conditions

Contract Components, Entirety, Changes, Interpretation

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

Entire Agreement; Parties to the Contract: This contract is the entire agreement between the individual or entity selected to provide equipment, supplies and/or services on the basis of a Proposal submitted to CML in response to an RFP (referred to as the "Vendor" 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 Vendor 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.

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 to its subcontractors and for any claims by 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 as a 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 Vendor shall submit invoices to Accounts Payable, Finance Department via email at 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 Vendor noting the areas of discrepancy.

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

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

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 Vendor 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.

Contract Cancellation; Termination; Remedies

Contract Cancellation: If a Vendor 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 Vendor'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 Vendor.
B. Cancellation by Unremedied Default: If a Vendor's default may be cured within a reasonable time, CML will provide written notice to the Vendor specifying the default and the time within which the Vendor must correct the default. If Vendor fails to cure its default within the required time, CML may cancel this Contract by providing written notice to the

Vendor. If CML does not give timely notice of default to Vendor, 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 Vendor for defaults that are cured but persistent. "Persistent" means three or more defaults. After CML has notified Vendor of its third default, CML may cancel this Contract without providing Vendor with an opportunity to cure, if the Vendor defaults a fourth time. CML shall provide written notice of the termination to the Vendor.
D. Cancellation for Financial Instability: To the extent permitted by law, CML may cancel this Contract by written notice to Vendor if a petition in bankruptcy or similar proceedings has been filed by or against the Vendor.

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

Remedies for Default:

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

Force Majeure: If CML or Vendor 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 Vendor 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: Vendor 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 Vendor's performance under this Contract, including the performance by Vendor's employees and agents and any individual or entity for which the Vendor is responsible.

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

Publicity: Vendor and any of its subcontractors may not use or refer to this Contract to promote or solicit Vendor's or subcontractor's supplies or services. Vendor 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 Vendor 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 Vendor, and any agent of the Vendor, 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 Vendor to provide the specified supplies and/or services. Failure to submit the insurance certificates within the time period will result in the Proposer's Proposal not being considered. Said certificates are subject to the approval of the CML Procurement Manager and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Procurement Manager. Failure of the Vendor 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 Vendor. Any Vendor, 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 Vendor 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 Vendor uses an umbrella/excess policy to meet the required limits, it is understood that the policy shall follow on a per-project/per-location basis. It is agreed that the Vendor'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 administering the Contract and will monitor the Vendor'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 Vendor for immediate correction. If the Vendor fails to rectify the infraction, the department/branch will notify the Procurement

Department to resolve the issue. The Procurement Department will use these terms and conditions to resolve the issue.

Warranties: Unless otherwise stated, all supplies shall be new and unused. All products shall carry manufacturer's warranties in addition to implied warranties. The Vendor 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.
3. Contractor will supply its own tools and materials.
4. Contractor will make arrangements for EFT (electronic funds transfer).
5. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at: http://www.irs.gov/pub/irs-pdf/fw9.pdf. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: procurement@columbuslibrary.org.

OUTREACH AND INCLUSION

CML serves a diverse population across Central Ohio. CML encourages certified Small and Emerging Business Enterprises (SEBE) to submit proposals. Engaging SEBE vendors helps ensure that the teams supporting CML reflect the communities in which it operates and the customers it serves each day.

COMPLIANCE WITH APPLICABLE LAWS

By submitting a response to this Request for Proposal, the Proposer 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 Proposer 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 Proposer 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 Proposer represents that it is familiar with all applicable ethics law requirements, including without limitation Sections 102.04 and 3517.13 of the Ohio Revised Code, and certifies that it complies with such requirements.

FEDERAL FUNDING ADDENDUM

COLUMBUS METROPOLITAN LIBRARY

All contracts or purchase orders made or entered into by the Columbus Metropolitan Library Board of Trustees ("CML") which are paid in whole or in part with funds from the United States federal government pursuant to a grant, contract, loan, insurance, or guarantee, shall contain the terms of Uniform Guidance Act Code of Federal Regulations 2 CFR Part 200, including, but not limited to the contract provisions of Appendix 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 PAR

Appendix A

CML RFP #26-019

Switching Infrastructure Refresh and Annual License Renewals

Price Proposal Form

Itemized Pricing Tables

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

SECTION 1: Scope of Work and Bills of Materials (BOM)

1.1 Scope A: Annual Core License Renewals (Definite Purchase)
Renewal of cloud management and security licensing for CML's existing infrastructure across a 36-month term.

Line	Model / Description	Serial / ID	Desired Term	QTY
A-1	MT12 Water Leak Sensor License	Q3CB-GFSC-HG3J	36 Months	1
A-2	MT10 Temperature/Humidity Sensor License	Q3CA-2TLB-GU52	36 Months	1
A-3	VMX-M Virtual Security Appliance License	Q2DZ-UH2Q-MU6S	36 Months	1
A-4	MX250 Advanced Security License	Q2SW-2T48-FNN9	36 Months	1
A-5	MX250 Advanced Security License	Q2SW-NETR-4YYD	36 Months	1

A. You may provide an attachment with additional pricing details if desired.
B. Do not include pricing in the technical proposal.
C. CML is a tax-exempt organization.
D. The Library is not required to purchase any or all items, related services, and stated quantities. The Library reserves the right to negotiate final pricing with the top ranked firm during scope review.

Appendix B

CML RFP #26-019 Switching Infrastructure Refresh and Annual License Renewals
Acknowledgment of Addenda

Project Description: **Switching Infrastructure Refresh and Annual License Renewals**
Instructions: The Proposer must complete Part I or Part II of this form, whichever is applicable, and sign and date this form. This form serves as the respondent's acknowledgment of the receipt of the Addenda to this solicitation, which may have been issued by the CML before the Proposal Due Date and Time.

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

Part I: Check Box if Applicable: ☐
Listed below are the issue dates for each Addendum received in connection with this solicitation.

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

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

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

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

Part II: Check Box if Applicable: ☐

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

Company Name: _____

Authorized Representative: _____

Name: _____

Signature: _____

Title: _____

Date: _____

Appendix C

CML RFP #26-019 Switching Infrastructure Refresh and Annual License Renewals

Evaluation Matrix

Responsiveness Criteria	Criteria Weight	Score (0-5)	Extended Score
Technical Evaluation (50%)			
Vendor Technical Experience & Qualifications – (25%)	50		
Compatibility & Seamless Integration with Existing Cloud Infrastructure (25%)	50		
Criteria Weight	500		
Weighted Technical Score			
Cost Evaluation (50%)	500		
Criteria Weight			
Weighted Cost Score			
Total Composite Score (Weighted Technical Score + Weighted Cost Score)			

Criteria Weight x Score = Extended Score
Members of the evaluation committee will apply the scoring formula outlined here:

Zero (0)	Unsatisfactory	Does not conform to requirements.
One (1)	Poor	Conforms to requirements in a limited manner.
Two (2)	Satisfactory	Generally meets requirements with limitations.
Three (3)	Good	Meets requirements as written.
Four (4)	Excellent	Meets and generally exceeds requirements as written.
Five (5)	Outstanding	Exceeds requirements in all aspects.