

COLUMBUS METROPOLITAN LIBRARY

Invitation to Bid – REVISED 02/02/18

2018 E-Rate Cloud Security Appliances and Licensing

Issue Date: December 11, 2017

ITB Number: CML # 17-028

Issued by:

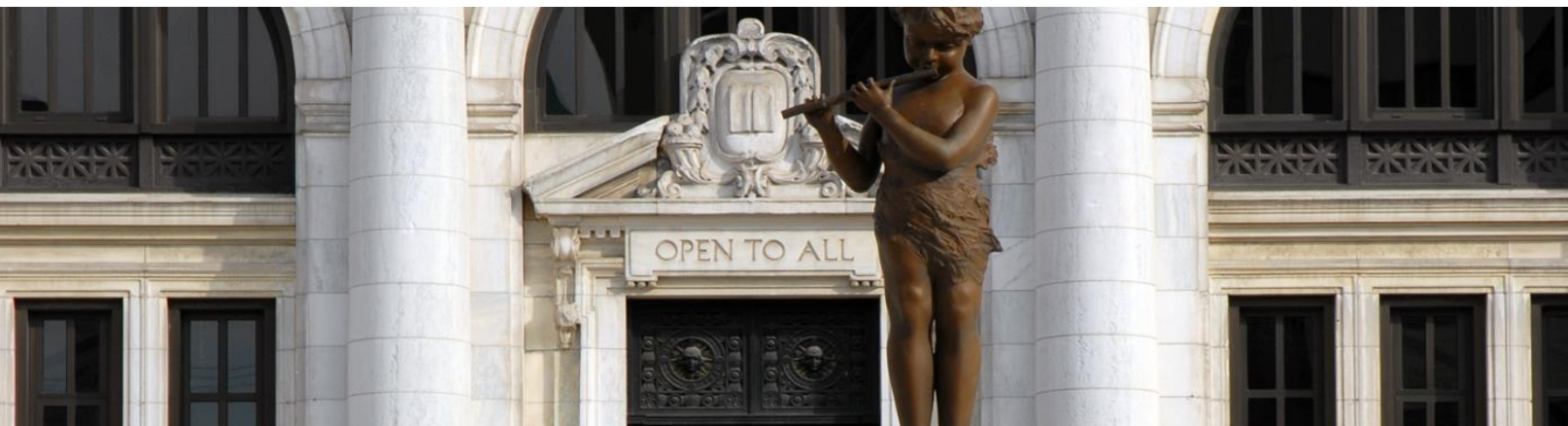
Procurement Department
96 S. Grant Ave.
Columbus, OH 43215

Deadline for Submittal:

January 10, 2018 (DUE DATE EXTENDED TO
FEBRUARY 9, 2018)

No later than 12:00 NOON EST

Qualifies for E-Rate Funding



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 Procurement Department
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wdixon@columbuslibrary.org

INVITATION TO BID COVER SHEET

The Columbus Metropolitan Library (“CML” or “Library”) is issuing this Invitation to Bid (“ITB”) *2018 ERate Cloud Security Appliances and Licensing*. The ITB Identification Number is CML 17-028.

Responses to this ITB must be received at the Columbus Metropolitan Library, 96 South Grant Avenue, Columbus, Ohio 43215 **no later than 12:00 Noon on Friday, February 9, 2018**. Any bid (“Bid”) arriving after 12:00 Noon will be marked late and will receive no consideration for selection to provide the specified services.

The Bidder (“Bidder”) declares to have read and understood and affirms, by its signature below, to be bound by all the instructions, terms, conditions and specifications of this ITB and agrees to fulfill the requirements of any contract (“Contract”) for which it is selected to provide the specified services at the prices proposed.

The Bidder certifies, by signature affixed to this Invitation to Bid Cover Sheet, that the information provided by 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	Toll Free Telephone	
Contact Person	Fax Number	
E-mail address		
Authorized Signature (Original signature only) Please use Blue Ink.		

THIS FORM MUST BE SIGNED AND SUBMITTED WITH THE BID.

Overview

The Columbus Metropolitan Library is seeking quotes from qualified Bidders for the purchase of hardware and licenses as detailed in the equipment section. The project is to provide hardware, licensing, and support as noted.

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

The Library further intends to make a single award as a result of the ITB. CML may consider multiple awards if it is determined to be in the best interest of the Library.

Bidders, either directly or through their subcontractor(s), must be able to provide all products / services and meet all of the requirements contained in this solicitation and the successful Bidder (the "Contractor") shall remain responsible for Contract performance, regardless of subcontractor participation in the work ("Work").

Bidder Qualifications

The Bidder must be an authorized Cisco Meraki (or equivalent) reseller and shall provide documentation to that effect. The Bidder should be able to provide all labor and materials necessary for the purchase, delivery, and installation of the equipment.

DIVERSITY

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

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

BID REQUIREMENTS

The Bidder is responsible for all information contained in any addenda issued by CML.

All responses to this ITB shall be in the following prescribed format.

Bid Instructions

Each Bidder must submit its costs in the prescribed format in Table 1 – Bid Price Submission Form. Each Bidder must submit one (1) original hard copy Bid, completed and signed in blue ink, an electronic copy, and three (3) hard copies for a total of five (5) complete Bid packages.

Bids are due no later than the specified due date, at 12:00 noon. Bids submitted by e-mail or fax are not acceptable and will not be considered. Bids must be submitted to:

Columbus Metropolitan Library
Attn: Wanda Dixon, Procurement Analyst
96 South Grant Avenue
Columbus, OH 43215

Bids will be accepted until the time marked on the legal notice of the ITB. The Library is not responsible for any late mail or special service deliveries

Bid responses are to be organized and submitted in accordance with the instructions in this section. Responses shall be organized into the following marked or tabbed sections:

1. Cover Letter

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

- A. The signature of a person authorized to bind the Bidder legally to the extent of work and financial obligation outlined in its Bid.
- B. A statement that the Bid will be valid for 180 days.
- C. Identification of all the material enclosures submitted in response to this ITB.
- D. A summary of the submitted Bid and a brief statement of the Bidder's qualifications to meet the needs as described in this ITB. This information shall include:
 - I. The names of the individuals involved in the preparation of the Bid and their relationships to the Bidder.
 - II. The name, address and telephone number of the individual to whom inquiries relating to the Bid shall be directed.
- E. A statement that the Bidder agrees to and accepts all terms and conditions contained herein.
- F. A statement that the Bidder is an approved Cisco Meraki (or equivalent) OEM dealer or distributor.

2. Project Overview ("Work Plan") [Not required]

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 Bidder's ability to perform the Work.

4. Description of Services and Staffing ("Staffing Plan") [Not required]
5. Response to Scope of Services Requirements [Not required]
6. Completed Bid Price Submission Form - Table 1
7. Completed Bidder's Diversity and Inclusion Form - Attachment 1

EVALUATION CRITERIA

1. Bids will be evaluated based on the Total Bid Price. The Bidder must be an OEM Authorized Cisco Meraki (or equivalent) Dealer or Distributor.

ADDITIONAL INFORMATION

1. Addenda to this ITB will be posted on the Columbus Metropolitan Library Web-site: www.columbuslibrary.org/about/doing-business at least five (5) business days prior to the ITB opening. Bidders are responsible for any information provided in any and all issued addenda.
2. Correct and proper invoices will be paid within 30 days of receipt. Invoices are to detail the services provided, the date and detail costs and are to be submitted on company letterhead, to the e-mail address on the Library's purchase order. Refer to terms and conditions herein for additional information regarding payment.
3. Times referenced herein are Columbus, Ohio local time.
4. Submission of a Bid in response to this ITB is the Bidder's acknowledgement that subjective criteria may be used in the evaluation of Bids. Award shall be made to the responsive and responsible Bidder determined to be the most advantageous to the Library. Price, although an important consideration, will not be the sole determining factor.

2018 E-Rate Cloud Security Appliances and Licensing - CML 17-028 SPECIFICATIONS

The Library desires to purchase cloud security appliances and licensing to support each of its locations. **NOTE: all quantities listed as follows are only estimates and the Library is not required to purchase any or all items, related services, and stated quantities.**

Equipment Specifications and Support

All equipment noted below is NOT required to be Cisco Meraki. Bids for equivalent products will be accepted and given equal considerations.

Scenario A – Enterprise Licensing ONLY	
Description	Quantity
Cisco Meraki Z1 (or equivalent)	3
Cisco Meraki MX80 (or equivalent)	1
Cisco Meraki MX84 (or equivalent)	1
Cisco Meraki MX100 (or equivalent)	20
Cisco Meraki MX400 (or equivalent)	3

Scenario B – Advanced Security Licensing ONLY	
Description	Quantity
Cisco Meraki Z1 (or equivalent)	3
Cisco Meraki MX80 (or equivalent)	1
Cisco Meraki MX84 (or equivalent)	1
Cisco Meraki MX100 (or equivalent)	20
Cisco Meraki MX400 (or equivalent)	3

Option 1 – Hardware and Enterprise Licensing	
Description	Quantity
Cisco Meraki MX250 (or equivalent)	4
Cisco Meraki MX400 (or equivalent)	1
Cisco Meraki MX450 (or equivalent)	4

Option 1a – Hardware and Advanced Security Licensing	
Description	Quantity
Cisco Meraki MX250 (or equivalent)	4
Cisco Meraki MX400 (or equivalent)	1
Cisco Meraki MX450 (or equivalent)	4

**Columbus Metropolitan Library
Procurement Department**

Contract Terms and Conditions

Contract Components, Entirety, Changes Interpretation

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

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

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

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

Standard Invoice and Payment

Invoice: The Contractor shall submit invoices to Accounts Payable, Finance Department, Columbus Metropolitan Library to: 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 W9 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 upon the projected beginning date of the ITB Cover Page or upon the date of the CML purchase order, whichever comes later in time. This Contract will remain in effect until the Contract is fully performed by both parties or cancelled in accordance with the Terms found herein.

Contract Renewal: [Not required]

Delivery

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

Time of Delivery: [Not required]

Minimum Orders-Transportation Charges: [Not required]

Contract Cancellation; Termination; Remedies

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

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

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

Remedies for Default:

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

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

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

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

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

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

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

Governing Laws; Severability: The Laws of the State of Ohio govern this Contract, and venue for any dispute will be exclusively with the appropriate court of competent jurisdiction in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held

by a court of competent jurisdiction to be contrary to law, the remaining provisions of the Contract will remain in full force and effect to the extent that the remaining provisions continue to make sense.

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

Automobile and General Liability Requirements: During the term of the Contract and any renewal hereto, the Supplier, and any agent of the Supplier, at its sole cost and expense, shall maintain a policy of automobile liability and commercial general liability insurance as described in this clause. Copies of the respective insurance certificates shall be filed with the 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 Procurement Department reserves the right to approve all policy deductibles and levels of self-insurance retention.

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

notify the 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.

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. All times referenced herein are Columbus, Ohio local times.
3. *CML is not responsible for any work or services provided by Contractor prior to the issuance of a P.O. by CML.*
4. Contractor will supply its own tools and materials.
5. Contractor will make arrangements for EFT (electronic funds transfer).
6. A completed W9 form is required on file with CML prior to CML issuing payment for services provided by Contractor. The W9 form can be found at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>. Please fill out the form and return with the signed contract to the Procurement Department of the Columbus Metropolitan Library at 96 S. Grant Avenue, Columbus, OH 43215 or e-mail: procurement@columbuslibrary.org.

ITB & BID QUESTIONS

Any questions regarding this ITB must be sent to procurement@columbuslibrary.org and reference the ITB Identification Number and title of the ITB no later than 5:00 p.m. Wednesday, December 20, 2017.

Answers to all questions will be documented and posted on the “Doing Business with the Library” page of the Library’s Web site at www.columbuslibrary.org/about/doing-business. The Library will make every attempt to respond to questions within 48 hours of receipt. Regardless, answers will be posted no later than Friday, December 22, 2017.

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 thorough and complete analysis of responses.

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Activity	Target Completion Date
Issuance of ITB	12/11/2017
Inquiry Period Begins	
Inquiry Period Ends	12/20/2017 @ 5:00 pm
Final Response to Vendor Questions	12/22/2017 @ 5:00 pm
Proposal Due Date	1/10/2018 by 12:00 Noon
Selection of Successful Bidder	TBD

BID PRICE SUBMISSION FORM

Instructions:

The Bid shall contain all price information in the format specified on the Bid Price Submission Form (Table 1). Bidders are to complete Table 1 only as provided on the form. Do not amend, alter or leave blank any items on the Bid Price Submission Form or include additional clarifying or contingent language on or attached to the form. Failure to adhere to any of these instructions may result in the Bid being determined to be non-responsive and rejected by the Library.

Bidders are to provide prices for all items specified under on the following Bid Price Submission Form. *Unit Prices* shall include shipping / delivery charges. CML is a tax-exempt entity.

**Attachment A
Bidder's Diversity & Inclusion Participation Form**

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

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

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

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

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

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

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

By: _____ Date: _____

Print Name and Title: _____

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

Table 1
BID PRICE SUBMISSION FORM
2018 E-Rate Cloud Security Appliances and Licensing CML 17-028

All equipment noted below is NOT required to be Cisco Meraki. Bids for equivalent products will be accepted and given equal consideration.

Scenario A - Enterprise Licensing ONLY				(Costs in dollars (\$))			
	Quantity	Per Unit Cost 1 Year	Total Cost 1 Year	Per Unit Cost 3 Year	Total Cost 3 Year	Per Unit Cost 5 Year	Total Cost 5 Year
Z1	3						
MX80	1						
MX84	1						
MX100	20						
MX400	3						
Total							

Scenario B - Advanced Security Licensing ONLY							
	Quantity	Per Unit Cost 1 Year	Total Cost 1 Year	Per Unit Cost 3 Year	Total Cost 3 Year	Per Unit Cost 5 Year	Total Cost 5 Year
Z1	3						
MX80	1						
MX84	1						
MX100	20						
MX400	3						
Total							

Option 1 - Hardware AND Enterprise Licensing								
	Quantity	Hardware Cost	Licensing Cost Per Unit 1 Year	Licensing Total Cost 1 Year	Licensing Cost Per Unit 3 Year	Licensing Total Cost 3 Year	Licensing Cost Per Unit 5 Year	Licensing Total Cost 5 Year
MX250	4							
MX400	1							
MX450	4							

Option 1a - Hardware AND Advanced Security Licensing								
	Quantity	Hardware Cost	Licensing Cost Per Unit 1 Year	Licensing Total Cost 1 Year	Licensing Cost Per Unit 3 Year	Licensing Total Cost 3 Year	Licensing Cost Per Unit 5 Year	Licensing Total Cost 5 Year
MX250	4							
MX400	1							
MX450	4							

Bidder's Name:
