

## EQUAL OPPORTUNITY CLAUSE

- (1) The contractor/vendor/bidder will not discriminate against any employee or applicant for employment because of race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, sex, sexual orientation, gender identity or expression, color, religion, ancestry, national origin, age, disability, familial status or military status. Such action shall include, but not be limited to, the following: employment up-grading, demotion, or termination; rates of pay or other forms of compensation; and selection for training. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices summarizing the provisions of this Equal Opportunity Clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that the contractor is an equal opportunity employer.
- (3) It is the policy of the City of Columbus that business concerns owned and operated by M/WBEs shall have the maximum practicable opportunity to participate in the performance of contracts awarded by the city.
- (4) The contractor shall permit access to any relevant and pertinent reports and documents by the ODI director for the sole purpose of verifying compliance with this Title and ODI regulations. All such materials provided to the ODI director by the contractor shall be considered confidential.
- (5) The contractor will not obstruct or hinder the ODI director or his/her deputies, staff and assistants in the fulfillment of the duties and responsibilities imposed by Title 39 of the Columbus City Codes.
- (6) The contractor and each subcontractor will include a summary of this Equal Opportunity Clause in every subcontract. The contractor will take such action with respect to any subcontractor as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause.
- (7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid certification number as provided for in Title 39.
- (8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Title 39 may result in cancellation of this contract.

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE CERTIFICATION NUMBER ISSUED BY THE OFFICE OF DIVERSITY AND INCLUSION.**

***To obtain a Contract Compliance number register at the City of Columbus Vendor Services website: <http://vendors.columbus.gov/sites/public>***

1. Login to the City of Columbus Vendor Services Site and register with the city of Columbus. Once that is completed and approved by the purchasing office, log back in and do the following:
2. Select **Questionnaires** from the Common menu located on the left navigation bar.
3. Next select EBO Quest. (this is the contract compliance application)
4. Question 1 will be displayed; Answer question 1 and select **Forward**.
5. Proceed through the questionnaire answering each question and selecting **Forward** to continue. Once you have reached and answered the last question select **End** to submit.
6. Then the questionnaire will be received by the ODI Office, reviewed and process within 2 business days or less. For additional questions regarding this process, contact the Office of Diversity Inclusion at 614-645-4764.

**City of Columbus Home Page: [www.columbus.gov](http://www.columbus.gov)**

CITY OF COLUMBUS, OHIO  
DEPARTMENT OF TECHNOLOGY



DEPARTMENT OF  
TECHNOLOGY

Invitation for Bid  
For  
TECHNOLOGY EXTENDED  
HARDWARE MAINTENANCE & MONITORING

RFQ019893

**Closing Deadline: Friday, October 15, 2021 at 1:00 PM (EST)**

Andrew J. Ginther, Mayor  
H. Samuel Orth III, Director of Technology

## 1.0 SCOPE AND CLASSIFICATION

1.1 **Scope:** This Invitation to Bid (ITB) is to provide the City of Columbus, Department of Technology (DoT) with extended warranty services for its HPE, EMC Data Center systems, Brocade and Qlogic-infiniband san switches, CX700, VNX, Isilon, Recover Point Data domain hardware and Software support services. Bidders must be able to maintain, provide advanced troubleshooting and monitoring, repair or replace all failed equipment, peripheral software, applicable patches, parts and firmware, within a 4 hour window and furnish support on a 24/7/365 basis.

1.2 **Classification:** Bidders must meet the following requirements to provide the City of Columbus with HPE and EMC extended warranty services as detailed herein. Only authorized partners or distributors of HPE and EMC are eligible to bid in response to this ITB. The award shall be all or none.

1.2.1 **Bidder Experience:** Bidders must have at least five (5) years' experience providing HPE and EMC extended warranty services.

1.2.2 **Bidder References:** Bidders must be able to provide at least three (3) references from existing extended warranty customers, equivalent to the size of the City's current hardware environment or larger.

1.2.3 **Specification Questions:** In order to enable accurate communication in respect to this ITB, and to provide bidders the opportunity to seek clarification on any matters pertaining to the ITB requirements, and to enhance the bidders understanding of the City's needs, questions regarding this bid must be sent by writing via email to [vendorservices@columbus.gov](mailto:vendorservices@columbus.gov) no later than 5:00 PM (local time) on **Wednesday, September 29, 2021**. Responses will be posted as an addendum to this bid on the City's website <http://vendorservices.columbus.gov> no later than 4:00 PM (local time) on **Wednesday, October 6, 2021**. Emails containing the written questions should include the Solicitation Number and Title in the Subject Line.

## 2.0 APPLICABLE PUBLICATIONS

### 3.0 REQUIREMENTS

#### 3.1 General Requirements:

3.1.1 **Term:** The proposed contract shall be in effect from 12/01/2021 through 11/30/2022; with four (4) additional one (1) 1year terms.

3.1.1.1 **Annual Extension:** Subject to mutual agreement, the period covered by the ensuing contract, under the same terms and conditions stated therein can be extended for four (4) additional one (1) year terms, or portion thereof, at the same pricing and the same escalator clause.

3.1.2 **Pricing:** The bidder shall submit a firm, fixed price per item per month for the items within the attached Hardware/Product List (3rd Party Hardware Monitoring and Maintenance Consolidated\_Parts\_List\_2021) (3rd Party Hardware Monitoring and Maintenance Consolidated\_Parts\_List\_2021). Prices shall be all-inclusive, incorporating travel-related costs, overhead, general and administrative costs, and profits.

3.1.2.1 **Escalator/De-escalator Clause:** No price adjustment shall be granted during the first twelve (12) months duration of an awarded contract. Thereafter, price adjustments may be negotiated as part of any annual extension, as described in 3.1.1.1.

3.1.2.2 **Right of Cancellation:** If at any time during the term of the contract the supplier's total request(s) for a price increase(s) are greater than fifteen (15%), the City of Columbus may cancel this agreement with thirty (30) days written notification.

3.1.3 **Quantity:** Part numbers and quantities for each item are as stated within the attached Hardware/Product List (3rd Party Hardware Monitoring and Maintenance Consolidated\_Parts\_List\_2021) (Consolidated\_Parts\_List\_2021.xlsx). Items that require monitoring are identified in the Monitoring column, a yes indicates that the bidder shall provide monitoring. The items included in this list are for evaluation only and actual equipment may be more or less than the representative list.

3.1.4 **Changes:** The items covered under the maintenance contract are subject to change during the contract term allowing for the addition or removal of parts as needed. Successful bidder will be notified by contract manager for the need to add or remove equipment during the awarded contract. Successful bidder and contract manager will determine the best method to communicate any necessary changes.

**3.2 Bidder Requirements:** The requirements of this section will be used by the City of Columbus to determine if each bidder meets the minimum standard required to be considered a responsible bidder. Please complete all forms and attach any supplemental pages as may be necessary to meet these requirements.

3.2.1 **Experience Required:** Bidder shall document and submit the bid with their ability to provide extended warranty services for HPE and EMC equipment. Documentation shall include (at a minimum) information meeting the following criteria.

3.2.1.1 **HPE Server and Equipment Qualified:** Only bidders that have at least five (5) years documented experience providing maintenance and repair services for HPE equipment in environments equivalent to the City of Columbus' Data Center will be considered for a contract. The bidder shall supply the City of Columbus with references that clearly demonstrate server, enterprise, and midrange equipment level HPE experience in repair and maintenance.

3.2.1.2 **EMC Director Class Qualified:** Only bidders that have at least five (5) years documented experience providing maintenance and repair services for EMC equipment in environments equivalent to the City of Columbus' Data Center will be considered for a contract. The bidder shall supply the City of Columbus with references that clearly demonstrate server, enterprise, and midrange equipment level EMC experience in repair and maintenance.

**3.2.1.3 Manufacturer Relationships:** The bidder shall provide the history of their relationship with manufacturer(s) that will potentially be providing equipment, software and services, including but not limited to the following:

- Length of the relationship
- Level of the relationship
- A brief history of the relationship

**3.2.2 References:** The bidder shall provide documentation of long-term relationships with customers that are equivalent to the size of the City's current hardware environment or larger. Bidders shall furnish the City with a list that outlines the number and types of similar contracts within Columbus, Ohio and the state of Ohio. Supply at least three (3) references from companies that the bidder supports that are similar in scope, complexity, and cost. Onsite visits may be scheduled with those companies.

**3.2.2.1 Contact Information Required:** The reference contact information shall include the customer name, point of contact name, start/end dates of the project, customer email address, street address, telephone number and fax number.

**3.3 Personnel:** The Bidder must submit supplemental pages containing resumes of the primary staff that will be working on the project. The information shall include current position with the bidder, verifiable technical training, education, and experience level on the specific hardware that they will be maintaining and repairing. Bidder will also be expected to supply the same documentation for any additional technician(s) assigned to the City of Columbus' account during the terms of the contract (i.e. new hires, staff transfers to City account, subcontractors, etc.).

**3.3.1 Local Staffing:** Detail how many engineers and support staff are available locally and include the distance in miles that it would take to reach the greater downtown Columbus area. Also, include the mileage from your nearest office to the City of Columbus' Data Center.

**3.3.2 Background Check:** Once the contract is in place, all contractor technicians must pass the City of Columbus Division of Police background check requirements before entry into the City Data Center(s) is granted. Upon request of the City, the bidder shall withdraw any of the Bidder's employees on assignment to the City who is, in the City's reasonable opinion, unsatisfactory for servicing the City's needs under this agreement. In all such cases, the bidder agrees to assign a replacement employee who is acceptable to the City.

**3.3.3 Subcontractor Identification:** The bidder is required to provide a workforce with the experience and certified training required to complete the project. Where the employees are not employed directly by the bidder but are being provided by subcontractors in order to provide any of the necessary experience/certificates to perform the work for this project, those subcontractors must be identified on page 5G.

**3.3.3.1 Information Required:** If subcontractor(s) are to be used, please list (as part of the bid response) names, addresses, telephone numbers and a contact person for each subcontractor. The expectation is that subcontractor must be HPE software/hardware qualified to maintain and repair

various HPE Enterprise and Mid-Range Servers, as well as EMC equipment. All subcontractors must have valid contract compliance certification.

3.3.3.2 **Subcontractor Contact:** Should the bidder use subcontractors, the City shall use the bidder as the primary contact point.

3.4 **Specification Requirement:** The bidder shall provide extended warranty maintenance, support and repair services as requested, and repair or replace all failed equipment and system-related software (including peripheral software or parts) to a safe and normal operation.

3.4.1 **Maintenance and Support Services:** The City of Columbus operations is 24/7/365 days a year. Support must be available throughout the year. The City reserves the right to have the bidder maintain mission critical systems during the holidays. City holidays are – New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day, and Christmas Day.

3.4.1.1 **Preventative Maintenance:** Preventative maintenance activity must be performed at regularly scheduled intervals for the upkeep of the equipment and the system-related software. A maintenance plan must be submitted with the bid for review. The plan must describe the procedure used to add equipment to the maintenance process, for example: what criteria are used to select devices for servicing in a preventative maintenance schedule? Explanation must be attached with the bid.

In collaboration with City of Columbus personnel, the successful bidder will develop a detailed inventory of equipment to be maintained that itemizes each piece of equipment and describes pertinent information related to each piece of equipment.

When the City of Columbus deletes and/or adds equipment to the inventory, the bidder will be provided a thirty (30) day notice of such changes. Such changes must be reflected on subsequent monthly invoices, as described in Section 5.3.

3.4.1.2 **Change Management Logs:** Change management logs for the server and associated peripherals shall be supplied and maintained by the bidder. A copy/example of the change management log shall be submitted with the bid. All copied must be submitted in Microsoft Office 2007 or higher.

3.4.1.3 **Performance Measures Report:** The bidder, on demand, shall supply and perform hardware diagnostics for all equipment and make recommendations to resolve any hardware performance issues. The measures must be in report form. A sample report must be provided with the bid.

3.4.1.4 **Progress Meetings:** At the request of the City, the successful bidder must attend meetings as scheduled by the City of Columbus. If a problem needs to be addressed, the City of Columbus reserves the right to meet with the bidder more often.

3.4.1.5 **Support Services:** The bidder shall directly, or through subcontract, provide the City of Columbus access to support

via phone line and electronic correspondence that is manned by engineers. The bidder shall give the City access to online knowledge base and resource database and also notify the City of any system updates, general hardware and O/S, firmware upgrades and security alerts, etc. The bidder shall submit supplemental pages describing their support processes and functionality. Description must include phone number(s), email address(es), web address(es), and service level targets for responding to and resolving incidents and requests.

- 3.4.1.5.1 The bidder must provide EMC support (not necessarily help desk) for enterprise storage devices, SAN switches, patches, and associated peripherals, and O/S.
- 3.4.1.5.2 Bidder will supply the City with an FTP site for use in transmitting files, patch updates, etc.
- 3.4.1.5.3 Bidder's telephone support personnel must be dedicated to supporting the City's enterprise hardware and associated peripheral systems.
- 3.4.1.5.4 The City expects call backs in a timely manner, thirty (30) minutes or less for telephone support.
- 3.4.1.5.5 Bidder shall describe their business process for opening a call, via online and telephone situations along with the subsequent steps required for customer follow-up.
- 3.4.1.5.6 Bidder shall describe their business process of designating priorities for service calls.

3.4.1.6 **Updates:** Any/all firmware upgrades and/or patches must not be installed unless written approval from the designated City point of contact has been given. The anticipated hardware and software costs for such updates shall be included in the item per month charges proposed on the Hardware/Product List (3rd Party Hardware Monitoring and Maintenance Consolidated\_Parts\_List\_2021) starting on Page 6.

3.4.1.6.1 **O/S:** All service and support options must include provisions to notify the City of the update availability of patches, microcode, O/S, and supply the City with all hardware/software and security updates.

3.4.1.6.2 **Hardware and Software:** Hardware and software updates shall include (if applicable) security or firmware patches which must be disseminated to the City, as soon as the updates are published by the manufacturer.

3.4.1.7 **Monitoring:** Bidder must have the ability to perform advanced monitoring of specified equipment. Advanced monitoring shall include but is not limited to monitoring for failed components as well as health/performance of the monitored systems. Bidder must describe or document their ability to meet or exceed the advanced monitoring requirement.

3.4.1.8 **Alerting:** Bidder must ensure that there is a mechanism for sending/receiving alerts of monitored equipment. Alerts should be configured to notify both the provider as well as identified city staff. Bidder must describe or document their ability to meet or exceed this alerting requirement.

3.4.1.9 **Escalation Process:** Bidder must describe and document their alert escalation process for both technical and administrative concerns.

3.4.2 **Repair Services:** The bidder shall repair and replace all failed equipment and system-related software (including peripheral software and parts) to a safe and normal operation. The anticipated cost of such repairs shall be included in item per month charges proposed on the Hardware/Product List (3rd Party Hardware Monitoring and Maintenance Consolidated\_Parts\_List\_2021) starting on Page 6.

3.4.2.1 **Response to Repair Calls:** Bidder must respond on-site, no longer than four (4) hours from the initial time a call for repair service is placed by the City. For instance, if a specific hardware is designated as a 24/7 with four (4) hour response, this will require the bidder to be onsite within four hours or sooner with the parts and an action plan for problem resolution which will be conveyed to the City of Columbus' point of contact.

3.4.2.2 **Parts Availability:** Bidder must demonstrate the ability to support the City via their spare parts inventory business process. Bidder must provide onsite spare part capabilities to support the City. In the event that a part is not available onsite, the part must be shipped onsite, same day with a maximum of four (4) hours turnaround time or next day depending on the SLA requirement of the hardware.

3.4.2.3 **Manufacturer Direct Support:** A resolution plan will be conveyed to the City of Columbus' point of contact, if the bidder cannot resolve the problem. The bidder shall bring in the manufacturer's support technicians to repair any issues that are not resolved according to the contracted hardware service level agreement. Such repair costs will be the responsibility of the bidder.

3.4.2.4 **Emergency Services:** The bidder shall provide information on services or processes that are used in the event of a disaster or emergency situation such as a flood, power outage, technician not available, terrorism, biological, etc.

3.5 **Termination:** If the bidder neglects to perform work properly, refuses or delays extensively to remedy any inferior quality workmanship, or in any manner fails to perform any provision of this contract, the City of Columbus (10 calendar days after written notice) may terminate this agreement and make good such deficiencies, deducting the cost thereof from any payment then or thereafter due the bidder. Delay of the City to terminate the agreement shall not result in a waiver of any rights provided herein.

The City may at any time upon written notice to the bidder, in which notice shall specify that portion of the work to be terminated and the date said termination is to take effect, terminate (without prejudice to any right or remedy of the City) the whole or any portion of the work for convenience of the City. The bidder's sole



remedy, in the event of such termination, will be payment for such portion of the work as is completed prior to the notice of termination.

The bidder shall surrender to the City all property belonging to the City upon completion, termination or cancellation of this Contract. All references to the bidder under this section shall include any of its employees, agents or subcontractors. The City may withhold any final payment due the bidder until the bidder certifies to the City in writing that the bidder has returned all hard and soft copy works for hire, including but not limited to all drawings and documentation, and has removed said works from the bidder's files, including all types of storage media.

#### **4.0 INSPECTION, TESTING AND EVALUATION PROCEDURES**

**4.1 Testing:** All components of HPE, EMC, Brocade and Qlogic-infiniband san switches, equipment, parts, software and service will be tested by bidder with the aid of the City, if needed after hours to ensure proper functionality. Acceptance by the City shall be based upon proven and complete functionality for a period of 15 days.

#### **5.0 PREPARATION FOR DELIVERY**

**5.1 Delivery Location:** All deliveries for equipment/replacement parts will be FOB destination, inside delivery, onsite to DoT's Data Center and addressed to the City's designated point of contact. The bidder is responsible to inspect all equipment for damage and usability prior to any installation or repair delivery to the City of Columbus' DoT Data Center.

**5.2 Contact Person:** Contact person will be designated on the City of Columbus, Purchase Order. A 24-hour notice by phone call will be required prior to deliveries. Deliveries will be taken between 800AM and 500PM.

**5.3 Invoices:** Supplier will invoice the City of Columbus monthly, based on an up to date inventory of equipment which must be accompanied with the invoice, per section 3.4.1.1.. Accurate invoices shall be processed for payment Net 30 days.

**5.3.1 Invoice Address:**

City of Columbus / Department of Technology, Fiscal Section  
PO Box 2949  
Columbus, Ohio 43216  
Or  
DOTINVOICES@COLUMBUS.GOV

**5.3.2 Invoice Content:** Each invoice shall show the City PO Number, period of service (e.g. Jan 1 – Jan 31), an itemized list of the type and quantities of equipment maintained, the all-inclusive monthly cost associated with each item, and a total amount payable.

**5.3.3 Invoice Backup:** Each invoice must have attached the latest version of the equipment inventory, detailing each individual item and charges for the current month and all prior months. This backup information must be presented in a mutually agreeable format that enable the designated City staff person to verify the accuracy of the invoice, and approve for payment or resolve discrepancies with the supplier.

#### **6.0 NOTES**

**6.1 Proposal Page Instructions:** Bidders are required to respond to every item number requested on the Hardware/Product List (3rd Party Hardware Monitoring and Maintenance Consolidated\_Parts\_List\_2021), either in the form of a bid price, or as a "No Bid". Failure to do so may be used as a basis for rejection of the bid.

**6.2 Disclosure:** The contractor agrees that no information will be disclosed to third parties or published in case studies, advertisements, white papers, customer testimonials, etc. without the written consent of the City of Columbus.

**6.3 ITB Contact Information:** All questions and communications relating to this ITB must be directed to the contact persons named. All other communications between a vendor and any other City staff concerning this ITB are prohibited.

**6.4 Insurance Requirement:**

**6.5 Liability Insurance:** The contractor shall take out and maintain during the life of the contract, such Public Liability (bodily injury and property damage) Insurance as shall protect him from claims from damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under the contract, whether such operation be by himself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City as named insured. The contractor shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall evidence proof of such insurance coverage. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement, with the City as named insured.

The amount of such insurance shall be as follows:

**Bodily Injury Liability**

Each Person .....\$1,000,000.00  
Each Accident .....\$1,000,000.00

**Property Damage Liability**

Each Person .....\$1,000,000.00  
Each Accident .....\$1,000,000.00

Such insurance shall remain in full force and effect during the life of the contract.

Insurance may not be changed or cancelled unless the insured and the City are notified in writing not less than thirty (30) days prior to such change or cancellation. If any part of the contract is sublet, the contractor is responsible for the part sublet being adequately covered by insurance herein above described.

Contractor assumes all risk of loss and damage to the equipment provided unless loss or damage occurs at the time the operator and equipment are being operated for the purpose designated by the City and such loss or damages is cause by an act of the City or its employee, which constitutes gross negligence or wanton misconduct.

**6.6 Worker's Compensation Insurance:** The contractor shall take out and maintain, during the life this contract, adequate worker's compensation insurance for all his employees employed at the site of the project and, in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for the latter's employees, unless such employees are covered by the protection afforded by the contractor. The contractor shall furnish three (3) copies of the worker's compensation certificate showing that the contractor has paid his industrial insurance.

**6.7 Save Harmless:** Contractor shall protect, indemnify and save the City of Columbus harmless from and against any damage, cost, or liability, including reasonable attorney's fees resulting from claim, by third parties for any or all injuries to persons or damage to property arising from intentional, willful or negligent acts or omissions of contractor, its officers, employees, agents, or subcontractors.

## INFORMATION FOR BIDDERS

### SPECIAL CONDITIONS

Special conditions included in the specifications, if inconsistent with provisions included in "Information for Bidders", shall take precedence over any provisions in "Information for Bidders" to the extent inconsistent.

### SUBMISSION OF PROPOSAL

Responses must be entered and submitted electronically in the body of the RFQ. Some RFQs require pricing lists or additional documents to be attached to the RFQ response electronically. In rare instances documents require submission via regular mail delivery. Refer to the "Proposal Information" section of the specifications for instructions for submission. Any unauthorized conditions, limitations or provisions attached to the proposal may render the bid nonresponsive and result in its rejection.

### ACCEPTANCE AND REJECTION

This proposal submitted by the bidder to the City of Columbus will be accepted or rejected within a period of 180 days from bid opening date. The City reserves the right to waive technicalities, and to request a rebid on the required material. If more than one item, prices shall be quoted on the units requested. However, each item shall be considered a separate bid and the City reserves the right to award a contract on each item separately or on all items as a whole or any combination thereof. Bidders whose proposal is made on an "All or None" basis must clearly state such fact in the proposals.

Each RFQ issued by the City shall state that the RFQ may be cancelled and that any RFQ response may be rejected in whole or in part when it is for good cause and in the best interests of the City.

### WITHDRAWAL OF PROPOSALS

Bidders may withdraw their RFQ response at any time prior to the time specified in the advertisement as the closing time for the receipt of bids. However, no bidder shall withdraw or cancel his response for a period of 180 calendar days after said advertised closing time for the receipt of proposals.

### DEFAULT PROVISION

In case of default by the bidder or the contractor, the City of Columbus may terminate and may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.

### SIGNATURE REQUIRED

By submitting this response electronically, bidder/proposer is affixing an electronic signature as defined by the Ohio Uniform Transactions Act. Said signature represents that he/she has the authority to bind the entity to the terms and conditions contained herein.

### APPLICABLE LAWS

The Revised Code of the State of Ohio, the Charter of the City of Columbus, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, and wage theft prevention, are made a part hereof.

### PRICING

Bidders are to quote firm or fixed prices for the duration of any contract which may be a result of this proposal unless otherwise noted in the specifications. In case of discrepancy in computing the amount of the bid, the **UNIT PRICE** quoted will govern.

Quotations are requested F.O.B. destination. If quoted F.O.B. Shipping Point include freight estimate and full value insurance cost.

### CONTRACT AND BOND

The bidder to whom an award is made will be required to execute a written contract with the City of Columbus, Ohio within ten days after receiving such contract for execution, and if specified in the legal notice, furnish a good and approved bond conditioned upon the faithful performance of the same. The proposal, contract, proposal bond, (if applicable), and performance bond (if applicable) shall be in the form herein specified.

If, at any time during the continuance of the Contract, any surety shall, in the opinion of the Finance & Management Director, become irresponsible, then said Director shall have the right to require additional and sufficient surety or sureties. The Contractor shall furnish the surety

or sureties to the satisfaction of the said Director, within ten (10) days after notice. In default thereof the default provision herein shall apply.

### LIABILITY, INSURANCE, LICENSES AND PERMITS

Where bidders are required to enter or go onto City of Columbus property to deliver materials or perform work or services as a result of bid award, the bidder will assume full duty, obligation and expense of obtaining all necessary licenses, permits, and insurance when required. The bidder shall be liable for any damages or loss to the City occasioned by negligence of the bidder (or his agent) or any person the bidder has designated in the completion of his contract as a result of his bid.

Particular attention is directed to the statutory requirements of the State of Ohio relative to the licensing of corporation organized under the Laws of any other State.

### TAXES

Federal and/or State Taxes are not to be included in prices quoted. The successful bidder will be furnished an exemption certificate if needed.

### SAMPLES

Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

### DELIVERY

Time will be of the essence for any orders placed as a result of this bid. Purchaser reserves the right to cancel such orders or any part thereof, without obligations if delivery is not made within the time(s) specified. Delivery shall be made during normal working hours and to the destination shown on the proposal.

### QUALITY

Unless otherwise stated by the bidder, the RFQ response will be considered as being in strict accordance with the specifications outlined in the Bid Document.

References to a particular trade, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the bidder, if awarded the contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

### CHANGES AND ADDENDA TO BID DOCUMENTS

Each change or addenda issued in relation to this bid document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, notice will be e-mailed to each person registered as having interest in the commodities selected for this bid. Total bid inquiry or specific item cancellations may be issued later than that time specified above.

### WITHHOLDING OF INCOME TAX

All bidders are advised that in order for a contract to bind the City, each contract must contain the provisions found in Chapter 362 C.C.C. with regard to income taxes due or payable to the City of Columbus for wages, salaries and commissions paid to the contractor's employees as well as requiring those contractors to ensure that subcontractors withhold in a like manner.

### CAMPAIGN CONTRIBUTIONS

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code ("O.R.C.") Section 3517.13; that all applicable parties listed in Subsection (I) or (J) of O.R.C. Section 3517.13 are in full compliance with Subsection (I) and (J) of that Section; that it is eligible for this contract under the law and will remain in compliance with O.R.C. Section 3517.13 for the duration of this contract and for one year thereafter.

### PUBLIC RECORDS REQUESTS

The City of Columbus, as a political subdivision of the State of Ohio, is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law. Consequently, the Offeror understands that ALL documents submitted in response to this solicitation are considered public records and WILL be released when a public records request is

## INFORMATION FOR BIDDERS

made by news media, competitors, or other interested parties, in accordance with the law. If you contend that certain CLEARLY MARKED portions of your response constitute an exception to Ohio's public records law, you MUST submit your legal basis in support of that assertion with your response.

If a public records request is made for any portion of the documents that you have submitted and you have NOT clearly marked such documents as information constituting an exception to Ohio's public records law, your information will be released immediately.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, AND you have submitted the legal basis supporting such claim, the City will release a redacted version of your information to the requestor and notify you that a request was made and that a redacted version of your response was released. Should the requestor indicate that the redacted version is not sufficient for their purposes, you then will be IMMEDIATELY responsible for obtaining an order from a Court of competent jurisdiction in Franklin County, Ohio enjoining release of your clearly marked information constituting an exception to Ohio's public records law.

If a public records request is made for such information and you HAVE clearly marked portions of your response as information constituting an exception to Ohio's public records law, but you have NOT submitted the legal basis supporting such claim, the City WILL RELEASE your information to the requestor and notify you that a request was made and that your response was released.

DO NOT mark your entire response/submittal as information constituting an exception to Ohio's public records law. If your entire response/submittal is so marked, the City of Columbus will not consider your offer.

## INFORMATION FOR BIDDERS (Continued)

### IN THE EVENT OF A CONTRACT

1. Where applicable according to the specifications successful seller shall transfer and deliver to City goods which conform to the specifications.
2. The City shall accept from seller goods that conform to the specifications, and shall pay for the goods in accordance with the terms of an agreement, which may result from this proposal.
3. The risk of loss from any causality to the goods regardless of the cause of the casualty shall be on seller until the goods have been delivered at the address designated in the order and are approved after inspection by the City.
4. Seller warrants and represents that seller has absolute and good title to and full right to dispose of the goods, and that there are no liens, claims, or encumbrances of any kind against the goods, and at the time of delivery shall be free from any security interests or other lien or encumbrance.
5. If there is a breach by seller of the warranty against encumbrances granted by seller in an agreement, which may result from this proposal, the City shall have the option to cancel an agreement, which may result from this proposal.
6. Seller shall defend any action brought against the City so far as the action is based on a claim that the goods, or any part of the goods, furnished under an agreement which may result from this proposal constitutes an infringement of any patent of the United States or a trademark. Seller shall be notified promptly in writing of the action and be given authority, information, and assistance, at the expense of seller, for the defense of the action. Seller shall pay all damages and costs awarded in the action. In case the goods or a part thereof are held to constitute infringement and the use of the goods or part thereof is enjoined, seller shall, at the expense of the seller, either procure for the City the rights to continue using the goods, replace the goods or a part hereof with non-infringing goods of equal or better quality, modify the goods so that the goods become non-infringing while continuing to meet or exceed the original specifications, or retake the goods and refund the purchase prices and the transportation and installation costs of the goods at the option of the City.
7. Seller warrants that (1) the goods to be supplied pursuant to an agreement which result from this proposal are fit and sufficient for the purpose intended, (2) the goods are merchantable, of a good quality, and free from defects, whether patent or latent, in material or workmanship and (3) the goods sold to the City pursuant to an agreement which may result from this proposal conform to the specifications. The particular purpose of which the goods are required may be set forth in the specifications.
8. The benefit of any warranty made in an agreement which may result from this proposal by seller shall extend to the City and to the employees of the City, any employee of the City may bring an action directly against seller for damages or injuries sustained by the employee resulting from any breach of warranty by seller.
9. All goods ordered shall be subject to final inspection and approval at the facility of the City designated for delivery. Any goods, which do not conform to the order of the City, may be rejected by the City. The City may hold any goods rejected pending instructions from the seller or the City may return goods to seller at seller's expense.
10. If any tender or delivery by seller is rejected by the City for nonconformity, no notice of intention to cure can be effective unless it is received by the City agency within five (5) days after notice of rejection is sent to seller.
11. The liability of the City for either non-acceptance of conforming goods or repudiation of the agreement which might result from this proposal shall be limited to the difference between the market price at the time and place for tender of the goods and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City.
12. An agreement which may result from this proposal shall not be modified or altered by any subsequent course of performance between parties or by additional terms contained in any subsequent documents unless said additional or differing terms are incorporated by contract modification authorized to be entered into by ordinance.
13. Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' fees, resulting from claims for any or all injuries to persons or damage to property arising from intentional,

willful or negligent acts or omissions of Contractor, its officers, employees, agents, or Subcontractors.

14. The City will not indemnify the contractor and is prohibited from doing so.
15. This Contract may not be assigned or otherwise transferred to others by the Contractor without the prior written consent of the City. If this Contract is so assigned, it shall inure to the benefit of and be binding upon any respective successors and assigns (including successive, as well as immediate, successors and assignees) of the Contractor.
16. The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.
17. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damage reasonably beyond its control, epidemics, pandemics, or other causes reasonably beyond its control, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.

### LOCAL CREDIT

Pursuant to City of Columbus Ordinance # 2607-2012, in determining the lowest bid for a contract the local bidder credit will not be applied.

### WAGE THEFT PREVENTION

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and seller is required to comply with said chapter. This includes, but is not limited to reporting requirements and the obligation to review the commission list of contractors and subcontractors that received an adverse determination. Penalties for failure to comply with the wage theft prevention code include suspension for three years, up to permanent disbarment.

### CERTIFICATE OF TITLE ON EQUIPMENT

If applicable to this purchase, all documents required to obtain a State of Ohio Certificate of Title **must** be delivered to:

**Fleet Management Administrator  
City of Columbus/Fleet Management Div.  
4211 Groves Road  
Columbus, Ohio 43232**

After signature by the Fleet Management Administrator, an original title is to be delivered to the above address within three (3) days. No payment for vehicles requiring a title will be authorized by the Fleet Management Administrator until a valid title is received.

### REMEDIES

All claims, counterclaims, disputes and other matters in question between the City, its agents and employees, and the Contractor arising out of or relating to this agreement or its breach will be decided in a court of competent jurisdiction within the County of Franklin, State of Ohio.

### OFFERORS TERMS AND CONDITIONS

Terms and conditions, submitted with this proposal, which are contrary to City Code or Charter shall be disregarded for the purpose of any subsequent contract. The successful bidder shall be notified as to which terms and conditions, if any, have been deleted.

### PUBLICATIONS

The Contractor agrees to submit to the City's Contract Administrator all advertising, sales promotion, and other publicity matters relating to this Contract wherein the City's name is mentioned or language used from which the connection of the City's name therewith may, in the City's judgment, be inferred or implied. The Contractor further agrees not to publish, or use such advertising, sales promotion, or publicity matter without the prior written consent of the City except that may be required under law.