

**ONE ORIGINAL AND 2 COPIES  
OF THIS BID MUST BE SUBMITTED**

Bidder submitting this Bid should check the appropriate box.

This is:  The Original

This is:  One of the Copies



# Invitation to Bid

**City of Columbus, Ohio**  
**Purchasing Office**  
**77 N Front Street**  
**Columbus, Ohio 43215**  
**614/645-8315**

**SA005924/NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL**  
 (Solicitation No.) / (Item)

**DEPARTMENT OF TECHNOLOGY**  
 (Department)

**NETWORK SERVICES**  
 (Division)

**Bid Opening Date and Time**  
**Thursday JUNE 25, 2015**  
**at 11:00 a.m. local time**

Sealed proposals will be received by the Purchasing Office at 77 N. Front Street, 5<sup>th</sup> Floor, Columbus, Ohio 43215, until this date and time and then will be publicly opened and read. Proposals received after the opening time will be returned to the bidder unopened. The City will not be responsible for late mail or other deliveries.

**NOTE: FAILURE TO RETURN THIS BID PROPOSAL INTACT MAY BE CAUSE FOR REJECTION.**

**Bid Proposal Submitted By:**

Horizon Chillicothe Telephone, dba. Horizon Telecom

Company Name

68 East Main St.

Street Address

Chillicothe

OH

45601

City

State

Zip

31-4147310

Federal I.D. No.

YES /  NO (circle one)  
 Contract Compliance No.

tom.krouse@horizontel.com  
 E-Mail Address

Tom Krouse

Contact Person

740.772.8282

Phone No.

740.775.7606

Fax No.

**CONTACTS FOR INFORMATION  
CONCERNING THIS BID PROPOSAL**

Solicitation No.: SA005924

Title: NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL

Department/Division or Agency: DEPARTMENT OF TECHNOLOGY/NETWORK SERVICES

**CITY OF COLUMBUS PURCHASING OFFICE**

Contact the following individuals on questions regarding specifications:

	<u>NAME</u>	<u>E-MAIL</u>
Procurement Specialist:	<i>Robin Cook / 614.645.7247 RBCook@Columbus.gov</i>	VENDORSERVICES.COLUMBUS.GOV
Secondary Contact:	_____	_____

**EQUAL BUSINESS OPPORTUNITY COMMISSION OFFICE**

**Contract Compliance Applications** are available online by registering at the City of Columbus Vendor Services website: <http://vendorservices.columbus.gov/e-proc/>

For assistance with questions regarding **Contract Compliance**, telephone (614) 645-4764.

Contact (614) 645- for assistance from an Equal Business Opportunity Specialist.

## EQUAL OPPORTUNITY CLAUSE

(1) The contractor will not discriminate against any employee or applicant because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment upgrading, 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. *Agreed*

(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. *Agreed*

(3) It is the policy of the City of Columbus that business concerns owned and operated by minority and female persons shall have the maximum practical opportunity to participate in the performance of contracts awarded by the city. *Agreed*

(4) The contractor shall permit access to any relevant and pertinent reports and documents by the Executive Director for the sole purpose of verifying compliance with this article, and with the regulations of the Equal Business Opportunity Commission Office. All such materials provided to the Executive Director by the contractor shall be considered confidential. *Agreed*

(5) The contractor will not obstruct or hinder the Executive Director or her deputies, staff, and assistants in the fulfillment of their duties and responsibilities imposed by Article I, Title 39. *Agreed*

(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 subcontract as is necessary as a means of enforcing the provisions of the Equal Opportunity Clause. *Agreed*

(7) The contractor agrees to refrain from subcontracting any part of this contract or contract modification thereto to a contractor not holding a valid contract compliance number as provided for in Article I, Title 39. *Agreed*

(8) Failure or refusal of a contractor or subcontractor to comply with the provisions of Article I, Title 39, may result in the cancellation of this contract. *Agreed*

**ALL CONTRACTORS MUST HOLD A VALID CONTRACT COMPLIANCE  
CERTIFICATION NUMBER ISSUED BY THE EBOCO EXECUTIVE DIRECTOR.**

For information regarding contract compliance, please contact the Equal Business Opportunity Commission Office at 614.645.4764 or online: <http://eboco.ci.columbus.oh.us/>

*Contract Compliance Applications are available online by registering at the City of Columbus Vendor Services website: <http://vendorservices.columbus.gov/e-proc/>*

City of Columbus Home Page: <http://www.columbus.gov>

## 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

Bids must be submitted on this proposal form and enclosed in a sealed envelope clearly marked with the bid name and solicitation number. Blank spaces in the proposal must be completed and phraseology of the proposal must not be changed. This document **must** be returned in its entirety and all pages **must** be in proper sequence. Additions must not be made to the items listed in the proposal and any unauthorized conditions, limitations, or provisions attached to the proposal may render the bid nonresponsive and result in its rejection. Bidders are invited to be present at the opening of the proposals.

### 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 Invitation for Bids, Request for Statements of Qualifications, and Request for Proposals issued by the City shall state that the Bid or Request may be cancelled and that any bid or proposal 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 bids 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 proposal 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 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

The proposal page must be signed in ink. If the bidder is a firm or corporation, insert the corporate name followed by the signature of a person authorized to sign said bid; if a partnership, indicated partnership name followed by the signature of one of the partners; if a sole proprietorship the signature of the owner is required. Where the person signing for a corporation is NOT an officer or Member of the Company, an affidavit or a resolution of the Board of Directors showing the authority of that person to bind the corporation must be furnished.

### 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, 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. In the event of a conflict between the price in numbers and the price in words, the price in words will control.

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 proposal 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 Section 361.34 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 Division (I)(3) or (J)(3) of O.R.C. Section 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) 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.

## 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 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.
- 15 The signatories to this Contract represent that they have the authority to bind themselves and their respective organizations to this Contract.

### 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.

### ENVIRONMENTALLY PREFERABLE PURCHASING

In evaluating bids or offers for materials, supplies, equipment, construction and services, preference will be given to an environmentally preferable bidder who offers a product or service equal to or superior to that of a non-environmentally preferable bidder or offeror and that the environmentally preferable bid or offer does not exceed by more than 5% (up to a maximum of \$20,000) the lowest responsive and responsible and best bid from any non-environmentally preferable bid or offer. The environmentally preferable bidder will be required to demonstrate to the city agency procuring the product or service how their bid is equal to or superior to that of a non-environmentally preferable bidder. Where the bidder or offeror is local, the applicable credit for a local bidder or offeror shall be calculated first.

### 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.

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY  
NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL  
SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

1.1 **Scope:** The City of Columbus Department of Technology is seeking bids through this ITB to establish a contract for the purchase of NEC Software Assurance renewal for its existing NEC equipment.

1.2 **Classification:** This bid consists of NEC telephony software assurance renewal for the Public Safety telephone system, which is located in 8 different locations in the city. The successful bidder must be a certified NEC Distributer. The term of the contract shall be one year from the date of a purchase order certified by the Columbus City Auditor's Office. *Agreed*

2. APPLICABLE PUBLICATIONS AND STANDARDS

N/A

3. REQUIREMENTS

3.1 **General Requirements:**

3.1.1 **Term:** The proposed contract shall be in effect from One year from the date of a purchase order, certified by the Columbus City Auditor's Office. *Agreed*

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 two additional one-year terms, or portion thereof, at the same pricing and the same escalator clause. *Agreed*

3.1.2 **Pricing:** The contract is intended to have fixed and firm pricing for each part number (as submitted in the spaces provided on page 5A). This rate shall include all travel-related costs, overhead, general and administrative costs, and profit. However, unless otherwise stated all bids will be considered to contain the following escalator/descalator clause: *Agreed*

3.1.2.1 **Escalator Clause:** No price adjustment shall be granted during the first year (12 months) duration of an awarded contract. Thereafter, any price adjustment will be negotiated as part of exercising an annual extension, per section 3.1.1.1. Such price adjustments will be firm and fixed for the duration of any annual extension. *Agreed*

3.1.2.2 **Right of Cancellation:** Prior to any annual extension, if supplier's total request(s) for a price increase(s) are greater than fifteen percent (15%), the City of Columbus may cancel this agreement by not exercising the next available annual extension. *Agreed*

3.1.3 **Quantity:** Part numbers and quantities for each item are as stated in section 3.3 and on page 5A. *Agreed*

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY  
 NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL  
SPECIFICATIONS

- 3.2 **Bidder Requirements:** The successful bidder must be a certified NEC Distributer. *Yes: NEC Authorized Dealer # 33085*  
*Horizon is the Dealer of Record for all 8 sites (see att. letter)*
- 3.3 **Specification Requirements:** Annual software assurance renewal for the following:

<u>Software Assurance - SV8500 PIM Count - 6</u> ✓			
	Part #	Description	Qty
Police HQ	8510999081	SWA PSA SV8500 Unit	84
	85109991081	MNT SV85/7024K SW (>16 Cap Lic) APS	0
	390000301	MNT Single Year Contract 1-Yr	1
<u>Software Assurance - UM8700</u>			
	Part #	Description	Qty
	1027000081	MNT UM/UNIVERGE PREMIUM SW APS	718
	10909834000	UM8700 SWA-PORTS, OPTIONS-1YR	1

<u>Software Assurance - SV8300 Port Capacity - 168</u> ✓			
	Part #	Description	Qty
Property Room	670711081	SWA PSA SV8100/8300 Unit	88
	670711082	SV83 SWA HOSPITALITY PREMIUM HPS	
	390000301	MNT Single Year Contract 1-Yr	1

<u>Software Assurance - SV8500 PIM Count - 4</u> ✓			
	Part #	Description	Qty
City Hall	8510999081	SWA PSA SV8500 Unit	56
	85109991081	MNT SV85/7024K SW (>16 Cap Lic) APS	0
	390000301	MNT Single Year Contract 1-Yr	1

<u>Software Assurance - SV8500 PIM Count - 4</u> ✓			
	Part #	Description	Qty
Fire Training	8510999081	SWA PSA SV8500 Unit	56
	85109991081	MNT SV85/7024K SW (>16 Cap Lic) APS	0
	390000301	MNT Single Year Contract 1-Yr	1

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY  
 NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL  
SPECIFICATIONS

<u>Software Assurance - SV8300 Port Capacity - 140</u> ✓				
	Part #	Description	Qty	
<b>Lockbourne</b>	670711081	SWA PSA SV8100/8300 Unit	88	
	670711082	SV83 SWA HOSPITALITY PREMIUM HPS	0	
	390000301	MNT Single Year Contract 1-Yr	1	

<u>Software Assurance - UCE Application Platform (OW5000)</u> ✓				
	Part #	Description	Qty	
<b>Impound Lot</b>	228000081	SWA PSA 5000 Unit	3	
	229300091	SWA PSA UC Collaboration OEMP Unit	0	
	390000301	MNT Single Year Contract 1-Yr	1	

<u>Software Assurance - SV8300 Port Capacity - 138</u> ✓				
	Part #	Description	Qty	
<b>Fire Station 1</b>	670711081	SWA PSA SV8100/8300 Unit	88	
	670711082	SV83 SWA HOSPITALITY PREMIUM HPS	0	
	390000301	MNT Single Year Contract 1-Yr	1	

<u>Software Assurance - SV8300 Port Capacity - 108</u> ✓				
	Part #	Description	Qty	
<b>77 N. Front St.</b>	670711081	SWA PSA SV8100/8300 Unit	47	
	670711082	SV83 SWA HOSPITALITY PREMIUM HPS	0	
	390000301	MNT Single Year Contract 1-Yr	1	

<u>Software Assurance - UCE Application Platform (OW5000)</u> ✓				
	Part #	Description	Qty	
	228000081	SWA PSA 5000 Unit	72	
	229300091	SWA PSA UC Collaboration OEMP Unit	0	
	390000301	MNT Single Year Contract 1-Yr	1	



CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY  
NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL  
SPECIFICATIONS

4. INSPECTION, TESTING AND EVALUATION PROCEDURES: *Agreed*

4.1 **Inspections:** The City reserves the right to perform inspections and audits as necessary to insure compliance with the requirements of the contract.

5. PREPARATION FOR DELIVERY:

5.1 **Invoices:** Supplier may invoice the City of Columbus for hours of service provided. Accurate invoices shall be processed for payment net 30 days. *Agreed*

5.1.1 **Invoice Address:**  
City of Columbus/Department of Technology  
PO Box 2949  
Columbus, OH 43216

5.1.2 **Invoice Content:** Each invoice shall show the City P.O. number. *Agreed*

6.0 NOTES

6.1 **Insurance Requirements:**

6.1.1 **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. *✓ Provided*

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. *Agreed*

Insurance may not be changed or cancelled unless the insured and the City are notified in writing not less than thirty days prior to such change or cancellation. If any part of the contract is sublet, the Contractor is responsible for the part sublet

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY  
NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL  
SPECIFICATIONS

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 caused by an act of the city or its employee, which constitutes gross negligence or wanton misconduct. *Agreed*

6.1.2 **Worker's Compensation Insurance:** The contractor shall take out and maintain, during the life of 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 *Attached - Premium Payment and Certificate*

6.2 **Save Harmless:** Contractor shall protect, indemnify and save the City harmless from and against any damage, cost, or liability, including reasonable attorneys' 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.

6.3 **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

6.4 **ITB Contact Information:** All questions and communications relating to this ITB must be directed to the contact persons named on page 2. All other communications between a vendor and any other City staff concerning the ITB are prohibited.

6.5 **Proposal Page Information**

6.5.1 **Instructions:** Bidders are required to respond to every item number separately in the spaces provided, on Page 5A, 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.

6.6 **The Award:** It is the intent of the City to award a primary contract to "the lowest responsive and responsible bidder" for each item listed on page 5A.

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY  
NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL  
PROPOSAL

**To the Department of Technology Director of the City of Columbus, Ohio:**

We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

**BIDDERS CHECKLIST**

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Columbus. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your proposal.

- Cover sheet
- Contacts / EOC (pages 2, 2A)
- Active Contact Compliance Number or on-line application submitted
- Information For Bidders (Page 3, 3A)
- Specifications (Page 4 through 4E)
- Checklist / Proposal Page(s) (Page 5 through 5A)
- Signature Page (Page 6)
- Signature Affidavit (Page 7)

**PLEASE COMPLETE AND SIGN PAGE 6**

CITY OF COLUMBUS / DEPARTMENT OF TECHNOLOGY  
 NEC TELEPHONY SOFTWARE ASSURANCE RENEWAL  
PROPOSAL

To the Department of Technology Director of the City of Columbus, Ohio: We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Item #	Description	Quantity	Unit Price	Unit Price in Words	Extended Price
1	Annual cost for software assurance renewal per 3.3	1	\$25,170.37	Twenty five thousand, one hundred seventy dollars and + thirty-seven cents.	\$25,170.37

(Please see attached spreadsheet for breakdown by site)

Horizon Telcom

2015 Software Assurance Quote for City of Columbus

Prepared 6/15/15

Site	Equipment	MSRP	Customer Cost
City Hall	SV 8500 (effective 3/17/15 to 3/16/16)	\$4,320.00	\$3,078.00
Police HQ	SV 8500 (effective 6/11/15 to 6/10/16)	\$6,480.00	\$4,770.90
Police HQ	UM8700 (effective 6/11/15 to 6/10/16)	\$14,360.00	\$10,572.54
W. Gay Street	SV 8300 (effective 1/29/15 to 1/28/16)	\$400.00	\$294.50
W. Gay Street	OW 5000 (UCE) (effective 1/29/15 to 1/28/16)	\$1,240.00	\$912.00
Property Room	SV 8300 (effective 1/29/15 to 1/28/16)	\$750.00	\$1,113.28
Lockbourne	SV8300 (effective 3/17/15 to 3/16/16)	\$750.00	\$552.19
Lockbourne	OW 5000 (UCE) (effective 3/17/15 to 3/16/16)	\$220.00	\$161.98
Fire Station	SV 8300 (effective 3/17/15 to 3/16/16)	\$750.00	\$534.38
Fire Training	SV 8500 (effective 1/28/15 to 1/27/16)	\$4,320.00	\$3,180.60
<b>Totals</b>		<b>\$33,590.00</b>	<b>\$25,170.37</b>

# PROPOSAL

To the Department of Technology Director of the City of Columbus, Ohio:

We (I) propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

Delivery: Thirty - calendar day(s) after receipt of order.

Terms:

NET Thirty after invoiced by Horizon

Company Name or Bidder's Name:

Horizon Telecom (Horizon Business Services)

Business Address of Bidder:

68 E. Main St., Chillicothe, OH 45601

REQUIRED Company Employee Information:

Total number of company employees = 135

Total number of company employees working in Columbus = 0

Additional number of employees that will be working in Columbus in the event this contract is awarded to your company = 1 (as req'd to update sites)

The full name and residence of all persons and parties interested in the foregoing bid are: (If a corporation, give the name and address of the president and secretary; if firm or partnership, the names and address of the Members or partners.)

Name	Address
<u>William McKell (CEO)</u>	<u>68 E. Main St., Chillicothe, OH 45601</u>
<u>Peter Holland (CFO)</u>	<u>" " " " " " " "</u>
<u>Steven Steele (COO)</u>	<u>" " " " " " " "</u>

Authorized Signature X Thomas R. House Title: Business Systems Account Rep.  
(SIGNATURE MUST IN WRITING IN OTHER THAN BLACK INK) (TITLE MUST BE GIVEN)

REVISED 10-5-05

**CONTRACT SIGNATURE AFFIDAVIT**

(Must be completed when the individual signing the Contract is NOT an officer or Member of the Company.)

STATE OF: Ohio

COUNTY OF: Ross

William A McKell, being duly sworn, deposes and says that he/she is

CEO of Horizon Telcom, a Corporation, LLC, or LLP organized and existing under  
(Title) (Company Name)

and by virtue of the laws of the State of Ohio, and having its principal office at

68 E. Main St., Chillicothe, OH 45601  
City, State, Zip Code

Affiant further says that he/she is familiar with the records, minute books and by-laws of

Horizon Chillicothe Telephone Co., dba Horizon Telcom  
(Company Name)

Affiant further says that Thomas R. Krouse is Business Systems Acct Representative  
(Name of Person Signing Contract) (Title)

Of the Company and is duly authorized to sign the Contract for: Horizon Telcom

For said Company by virtue of By-Laws  
(State whether the provision of by-laws or a resolution of the Board of Directors. If resolution, give date of adoption.)

Signature of Affiant\*\*

\*\* AFFIANT MUST BE SOMEONE OTHER THAN THE INDIVIDUAL SIGNING THE CONTRACT.\*\*

Sworn to before me and subscribed in my presence this 22 day of June 2015

Rebecca D Barnhart  
Notary Public

My Commission Expires: Feb. 2, 2020



REBECCA D. BARNHART  
Notary Public  
State of Ohio  
My Commission Expires Feb. 02, 2020



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Willis of Ohio, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> <b>certificates@willis.com</b>
	<b>PHONE (A/C, No, Ext):</b> <b>(877) 945-7378</b>
	<b>FAX (A/C, No):</b> <b>(888) 467-2378</b>
<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> <b>Charter Oak Fire Insurance Company</b>	<b>NAIC #</b> <b>25615</b>
<b>INSURED</b>	
<b>Horizon Telcom, Inc</b> <b>ATTN: Andy Lyles</b> <b>68 E. Main Street</b> <b>Chillicothe, OH 45601</b>	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

## COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y-630-165J850A-COF-14	10/04/2014	10/04/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

### CERTIFICATE HOLDER

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

City of Columbus  
Department of Technology  
PO Box 4929  
Columbus, OH 43216

AUTHORIZED REPRESENTATIVE



# Ohio

## Bureau of Workers' Compensation

30 W. Spring St.  
Columbus, OH 43215

### Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit [www.bwc.ohio.gov](http://www.bwc.ohio.gov), or call 1-800-644-6292.

This certificate must be conspicuously posted.

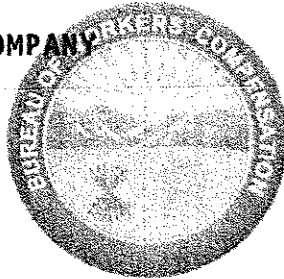
Policy number and employer

**1451419-0**

**CHILLICOTHE TELEPHONE COMPANY  
PO BOX 480  
CHILLICOTHE, OH 45601**

Period specified below

**07/01/2015 through  
06/30/2016**



[www.bwc.ohio.gov](http://www.bwc.ohio.gov)

Issued by:

*Stephen Bucher*  
Administrator/CEO

You can reproduce this certificate as needed.



### Ohio Bureau of Workers' Compensation

#### Required Posting

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

# Ohio

## Bureau of Workers' Compensation

You must post this language with the Certificate of Ohio Workers' Compensation

**Ohio****Bureau of Workers'  
Compensation**30 W. Spring St.  
Columbus, OH 43215**Certificate of Premium Payment**

This certifies the employer listed below has paid into the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. For more information, call 1-800-OHIOBWC.

This certificate must be conspicuously posted.

Policy No. and Employer

Period Specified Below

1451419

01/01/2015 Thru 08/31/2015

CHILLICOTHE TELEPHONE COMPANY  
PO BOX 480  
CHILLICOTHE, OH 45601



bwc.ohio.gov

*Stephen Buchman*  
Administrator/CEO

You can reproduce this certificate as needed.

**Ohio Bureau of Workers' Compensation****Required Posting**

Effective Oct. 13, 2004, Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

**Ohio****Bureau of Workers'  
Compensation**

You must post this language with the certificate of premium payment.

DP-29 BWC-1629 7/7/08



NEC Corporation of America  
6535 N. State Highway 161  
Irving, TX 75039

February 18, 2015

Mr. Jeff Black  
Network Engineer  
Department of Technology  
City of Columbus  
1601 Arlingate Lane  
Columbus, OH 43213

Based upon current NEC account records, Horizon is the current dealer of record for the City of Columbus.

As the dealer of record, NEC considers Horizon to be the current sole source authorized to provide the City of Columbus with access to NEC technical, service, and logistical support on your behalf for NEC telephony network equipment.

If you've any further questions please don't hesitate to contact me.

Best regards,

A handwritten signature in cursive script that reads "Alan Casas".

Alan Casas  
Manager Channel Sales  
alan.casas@necam.com  
214-262-6085