# 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**

THE CITY OF COLUMBUS
ANDREW J. GINTHER, MAYOR

OFFICE OF DIVERSITY AND INCLUSION

# Bid Discount /Proposal Incentive Request Form

This Bid Discount/Proposal Incentive Request Form must be included with the bid and proposal and submitted no later than the bid or proposal due date. Please complete the sections that apply.

The Minority Business Enterprise (MBE) and Woman-Owned Business Enterprise (WBE) Programs provide a bid discount and proposal incentive points to eligible businesses seeking to bid on City of Columbus contracts as prime contractors/prime consultants. To be eligible for either the bid discount or the proposal incentive credits, the prime contractor must be certified with the Office of Diversity and Inclusion in the necessary work classification at the time the submittal is due.

**The Proposal Incentive points apply to professional service solicitations/contracts**. For these contracts, the prime contractor's ethnicity and gender are part of the evaluation criteria. A prime contractor that is a minority-owned or a woman-owned business certified with the Office of Diversity and Inclusion in the relevant field of work is assigned 5 percentage points during the evaluation process. The Proposal Incentive points are used in scoring the proposals and ranking the submittals.

**The Bid Discount applies to construction and goods and services contracts when the award is based on low bid,** and the prime contractor is a minority or woman-owned business or a minority or woman-owned joint venture certified with the Office of Diversity and Inclusion in the relevant work classification. The Bid Discount is 5% for construction and goods and services bids, not to exceed $50,000 on a single bid. The Bid Discount allows an original bid amount to be discounted by 5% for purposes of evaluating and determining the lowest responsive bid. The original bid amount is the basis for the contract award. For example, a $100,000 bid with a 5% Bid Discount is evaluated at $95,000. However, $100,000 would be paid if the bidder eligible for the discount was the successful bidder.

For additional information about the Minority and Woman-Owned Business Enterprise Program, please visit the Office of Diversity and Inclusion's website.

***(Please Attach Copy of Current MBE/WBE Certification Approval Letter)***

<table>
<tr><td colspan="3">CERTIFICATION OF AFFIDAVIT<br>The information provided is true and complete to the best of my knowledge and belief. I further understand and agree that this certification shall become a part of my contract with the Columbus of Columbus</td></tr>
<tr><td>Bid Name: OnBase Software Maintenance and Support</td><td>Bid Number: Bid2507143</td><td>Bid Opening Date: April 10, 2023</td></tr>
<tr><td>Contracting Department: Department of Technology</td><td colspan="2">Bid/Project Manager Name (as listed in bid documents): Robin G. Cook</td></tr>
<tr><td>Certified Prime Contractor/Consultant Authorized Signature<br> & Date: 4/10/23<br>X</td><td>Printed name of the authorized signatory:<br>X Susan Ruttenberg</td><td>Business Name:<br>eDocs Technologies</td></tr>
<tr><td colspan="3">Office of Diversity and Inclusion Staff Authorized Signature Only</td></tr>
<tr><td>Office of Diversity and Inclusion Official Authorized Designee Signature:<br>X</td><td>Date:</td><td>Approved Not Approved</td></tr>
</table>

1111 East Broad Street, Second Floor, Suite 203 | Columbus OH 43205 | T (614) 645.4764 | F (614) 645.6669 | columbus.gov

**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 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.

**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.

## INFORMATION FOR BIDDERS (Continued)

**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.

**City of Columbus, Department Technology**
**Division of Information Services**
**OnBase Software Maintenance and Support**

**Detailed Specifications**

## 17.0 SCOPE AND CLASSIFICATION

17.1 **Scope**: The City of Columbus, Department of Technology, intends to obtain formal bids to establish a contract to purchase OnBase software maintenance and support services. Eight City of Columbus Departments/Divisions utilize OnBase software: Human Resources, Columbus Public Health, Building and Zoning, Public Service, Department of Development, Recreation and Parks, Columbus Division of Fire and Public Utilities.

17.2 **Classification:** The contract from this bid will provide for the purchase of OnBase software maintenance and support. This opportunity is for fixed and firm pricing and will be awarded "All or None." All Bidders must document the manufacture-certified reseller partnership/Value Added Reseller. Bidders are required to show experience in providing this type of software maintenance and support services as detailed in these specifications.

17.2.1 **Bidder Experience:** The Bidder must submit an outline of their experience and work history in providing OnBase software maintenance and support services for the past three years.

17.3 **Specification Questions:** Questions regarding this bid must be submitted online at the portal by 11:00 am Monday, March 8, 2023. Responses will be posted on the RFQ on Vendor Services no later than Thursday, March 10, 2023, at 11:00 am.

17.4 For additional information concerning this bid, including proposal submission procedures, you must go to the City of Columbus Vendor Services website at https://columbusvendorservices.powerappsportals.com/ and view this bid number.

## 2.0 APPLICABLE PUBLICATIONS AND STANDARDS

2.1 N/A

## 3.0 REQUIREMENTS

3.1 **General Information:**

3.1.1 **Term:** The contract period shall be July 1, 2023, through June 30, 2024. This contract is not subject to the automatic renewal. However, upon mutual agreement and authorized appropriation, it may be renewed for three additional one-year terms.

3.1.2 **Pricing:** Bidders are to bid firm or fixed prices, F.O.B. Destination, Freight Prepaid, and Allowed. Unless otherwise stated, all bids will are considered to contain the following escalator/de-escalator cause:

.

3.1.2.1 **Escalator Clause**: No adjustment of the discount shall be granted during the first twelve (12) months duration of an awarded contract. Thereafter no more than one adjustment may occur during each year of the contract. In the event the supplier receives a general price increase in the cost of the finished product contracted for, due to increase in the cost of raw materials, labor, freight, etc., upon giving thirty (30) days prior notice and proper documentation as proof, said adjustment in addition to the price quoted herein, may be permitted, subject to the sole discretion of the City of Columbus Finance and Management Director. In the event any such adjustment is granted, no adjustment shall be permitted on orders received by supplier which are in process or filled but awaiting shipment prior to the increase. All price decreases inure to the benefit of the City of Columbus. The written notice and following documentation shall be sent to the City of Columbus Department of Technology, DoTProcurement@columbus.gov

3.1.3 **Quantity:** See exhibit A – this file must be completed and returned with a bid response.

3.2 **Bidder Requirements:** The City will use the requirements of this section to determine if each Bidder meets the minimum standards to be considered a responsible bidder. **Please print, complete, and attach** references and any additional pages necessary to meet these requirements. **Please refer to the Vendor Services User Guide for instructions on attaching a document to your bid.**

3.2.1 **Manufacturer Relationship:** The Bidder shall provide the history of their relationship with the manufacturer(s) that will potentially be providing these types of equipment/parts and warranty service for the past five years, including but not limited to the following:

a) Length of the relationship
b) Level of the relationship
c) A brief history of the relationship

3.2.2 **References:** The Bidder shall have documented proven successful contracts from at least four customers that the Bidder supports that are similar in scope, complexity, and cost to the requirements of this specification.

3.2.2.1 **Contact Information Required:** The reference contact information shall include the customer's name, email address, street address, telephone number, fax number, contact name, and equipment purchase date.

3.2.4 **Specification Questions:** Bidders who have not registered and created a new user on the City's portal http://vendors.columbus.gov/sites/public are strongly encouraged to do so. Questions regarding this bid, including any exceptions and/or suggested changes to the requirements, must be submitted on the vendor services portal by 11:00 am Monday, March 8, 2023. Responses will be posted on the RFQ on Vendor Services no later than Thursday, March 10, 2023, at 11:00 am. Bidders who have not registered and created a new user on the City's portal https://columbusvendorservices.powerappsportals.com/ are strongly

encouraged to do so. Notice of any pre-bid notes and addenda will only be sent to Bidders who have registered at the site.

3.2.4.1 For further instructions on submitting "Vendor Questions" through the Vendor Portal, please see the Section "Add Vendor Questions" provided in the City of Columbus Vendor Services User Guide.

3.2.4.2 The City has instructional videos to assist bidders at the portal. Tutorial videos are available to be viewed through YouTube or by clicking the following link:

https://www.youtube.com/channel/UCTIkkGNM7GHIITzoqQVNJlA/videos?shelf_id=0&view=0&sort=dd

4.0 **Invoicing**: Each invoice shall show the City Purchase Order number, a brief description identifying the item, the unit price, and the total amount. The invoice amount must exactly match the purchase order amount in accordance with the bid proposal. All Invoices should be mailed to the following address to ensure proper payment:

City of Columbus/DoT Fiscal Office
P.O. Box 2949
Columbus, Ohio 43216
Or
DoTInvoices@columbus.gov

5.0 **NOTES**

5.1 **Online Bidding Instructions:** Bidders are requested to quote firm or fixed prices on the corresponding line item(s) only.

5.1.1. **Attachments:** For instruction on attaching documents to online quotes, please see the "City of Columbus Vendor Services User Guide," made available through the Vendor Portal.

5.2 **Insurance Requirements and Workers Compensation:** Successful Bidder is required to provide the following before the final execution of the contract:

5.2.1 **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 set below may be submitted for this requirement, with the City 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 canceled 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 being adequately covered by insurance herein above described.

The 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.

5.5.2 **Workers Compensation:** The successful Contractor obtain 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 successful Contractor shall furnish one (1) copy of the worker's compensation certificate showing that the Contractor has paid his industrial insurance premium.

5.6 **Correspondences: Bidders are strictly prohibited from communicating with any City employees or officers regarding the solicitation during the bidding and evaluation process**. Any communication from the vendor to the City should be limited to only the contact(s) listed in the RFQ and/or below. A violation of this section on the part of the Bidder may lead to disqualification.

All correspondences regarding this bid should be sent via email to DoTProcurement@columbus.gov

*

## REFERENCES

The bidder must briefly document its capabilities and submit an outline of its experience and work history in Commercial Fitness Equipment and warranty service for the past five (5) years by submitting the contact information of references from four (4) separate equipment sales. References should consist of projects of similar scope, complexity, and cost.

*Reference information has been altered to reflect the OnBase Software/Support services requested within this bid vs Fitness Equipment information.

**Highmark Wholecare**

444 Liberty Ave #2100
Pittsburgh, PA 15222
Michael Kroner
mkroner@highmarkwholecare.com

18 year ECM implementation, over 340,000 Health care members
Backfile conversion of all credentialing files and all day forward, department is paperless. Utilization and Management Workflows - Manages all incoming UM requests, large workflow with notifications to Medical Director and UM nurses, including pharmacy Approvals and Denials of specific pharmacy requests.

There are integrations of multiple systems so users stay within the specific LOB application. Member and Provider surveys and Design forms.

Equipment purchase date: N/A____

Equipment Provided/ Warranty Service Performed: N/A

**Boston Medical Center HealthNet Plan**

529 Main St.
Charlestown, MA 02129
Ezrin Ellis, VP of Information Technology
617-293-4406
Ezren.Ellis@bmchp-wellsense.org

New and continued (20+ years) implementation of an automated solution developed to store, track, and manage records for corporate wide policies and procedures. The solution allows users to create, modify, and track changes as it pertains to policies. It also distributes and tracks who reads and acknowledges the documents in the solution. Multiple upgrades have been performed within both the OnBase and AnyDoc environments.

**City of Pittsburgh – Controllers Office**

414 Grant Street
Pittsburgh, PA 15219
Gwen Moorer
Assistant Director
412.255.2621
gwen.moorer@pittsburghpa.gov

Existing design, development and support of a 10+ year OnBase installation throughout varying City offices. Internal and external facing solutions for the City's document management needs. Solution has recently extended into a separate instance for the Pittsburgh Police Bureau for forms processing, retention and disbursement.

**Westmoreland County Case Management**

770 East Pittsburgh Street
Greensburg, Pennsylvania 15601
724.837.1808
Mag Hurst
mhurst@wcsi.org

OnBase Content and Case Management implementation and ensuing support, one of three OnBase installations within the County that eDocs Technologies currently supports.

## SUBCONTRACTORS' INFORMATION (IF APPLICABLE)

No subcontractors will be needed for maintenance and support of the existing City of Columbus OnBase installation.