

**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  
1<sup>st</sup> Floor, 50 West Gay Street  
Columbus, Ohio 43215  
614/645-8315

**SA002839 / VOICE MAIL SYSTEM**  
(Solicitation No.) / (Item)

**SAFETY**  
(Department)

**SUPPORT SERVICES**  
(Division)

**Bid Opening Date and Time** (due date and time)  
**April 10, 2008 at 11:00 a.m. local time**

Sealed proposals will be received by the Purchasing Office at 50 West Gay Street, 1st 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:**

**Company Name**

**Street Address**

**City**

**State**

**Zip**

**YES / NO (circle one)**

**Federal I.D. No.**

**Contract Compliance No.**

**E-Mail Address**

**Contact Person**

**Phone No.**

**Fax No.**

**FAILURE TO RESPOND MAY RESULT IN YOUR NAME BEING REMOVED FROM BID LIST.  
RETURNING THIS PAGE ONLY MARKED "NO BID" COUNTS AS A RESPONSE.**

**CONTACTS FOR INFORMATION  
CONCERNING THIS BID PROPOSAL**

**Solicitation No.: SA002839**

**Title: VOICE MAIL SYSTEM**

**Department/Division or Agency: SAFETY/SUPPORT SERVICES**

Contact the following individuals on  
questions regarding:

|                        | <u>NAME</u>            | <u>PHONE NO.</u>           |
|------------------------|------------------------|----------------------------|
| <b>Specifications:</b> | <u>WILLIAM GRIFFIN</u> | <u>(614) 645-7710 x110</u> |
| <b>Delivery:</b>       | <u>AS ABOVE</u>        | <u>AS ABOVE</u>            |
| <b>Payment:</b>        | <u>DAVID MYERS</u>     | <u>(614) 645-7710 x100</u> |

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**Purchasing Office**

|                                    | <u>NAME</u>              | <u>PHONE NO.</u>      |
|------------------------------------|--------------------------|-----------------------|
| <b>Procurement<br/>Specialist:</b> | <u>PURCHASING OFFICE</u> | <u>(614) 645-8315</u> |
| <b>Purchasing<br/>Expediter:</b>   | <u>SANYETTA SMITH</u>    | <u>(614) 645-8315</u> |

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**Equal Business Opportunity Commission Office**

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

Contact ***GEORGE HARPER*** at **(614) 645-8549** 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.
- (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 minority and female persons shall have the maximum practical 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 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.
- (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.
- (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.
- (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.
- (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.

**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.cityofcolumbus.org/>**

## 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 marked as specified in the legal notice. 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. If vendor does not wish to bid, the proposal should be so marked and returned. 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 other than the president, 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 hereto attached.

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 on file in the Purchasing Office no less than five (5) working days prior to the scheduled bid opening date. In addition, to the extent possible, copies will be mailed to each person registered as having received a set of the bid documents. 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 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 O.R.C. Section 3517.13.

(INFORMATION FOR BIDDERS continued)

## 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.

### DELINQUENT PERSONAL PROPERTY TAX

All bidders are charged with notice of Section 5719.042 of the Ohio Revised Code and agree that if this contract is awarded to them, the successful bidder, prior to the time the contract is entered into, will submit to the City Auditor the affidavit required by said section of the Ohio Revised Code. Said affidavit, when filed with City Auditor, is thereby incorporated into and made a part of this contract and no payment shall be made with respect to this contract unless such statement has been so incorporated as a part thereof.

### LOCAL CREDIT

For all contracts except professional service contracts: In determining the lowest bid for purpose of awarding a contract not exceeding \$ 20,000.00, a local bidder shall receive a credit equal to five percent (5%) of the lowest bid submitted by a non-local bidder. In determining the lowest bid for purposes of awarding a contract in excess of \$20,000.00, a local bidder shall receive a credit equal to one percent (1%) or \$20,000.00, whichever is less, of the lowest bid submitted by a non-local bidder. A local bidder is a person, corporation or business which (a) has listed its principal place of business as being located within the corporation limits of the City of Columbus or the County of Franklin in official documents filed with Secretary of State, State of Ohio, or a valid vendor's license which indicates its place of business is located within the corporation limits of the City of Columbus or County of Franklin.

### ENVIRONMENTALLY PREFERABLE CREDIT

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.  
423 Short Street  
Columbus, Ohio 43215**

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.

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.

## 1.0 Scope and Classification

### 1.1 Scope

- 1.1.1 The Department of Public Safety Division of Support Services is seeking bids for the purchase and installation of one Voicemail System.

### 1.2 Classification

- 1.2.1 The Department of Public Safety Division of Support Services will be replacing one Active Voice Model Repartee CTI voicemail system. System software version is 747Q70100. System Key Serial Number is 52109. Sixteen ports are active using driver version 430 and firmware version 63. The Repartee currently supports the Division of Police and Division of Fire communication network. The communication network consists of four NEC 2400 IPX PBX systems networked together via CCIS.
- 1.2.2 All applications and features in this bid specification are based on the NEC NEAXMail AD-64 Voicemail system with level II configuration.
- 1.2.3 Proposed system must meet or exceed the current features and functionality the current voicemail system supports.
- 1.2.4 An “or equal” system will be accepted. The “or equal” shall conform to all specifications as detailed in 3.0 of this document.
  - 1.2.4.1 If an “or equal “system is being offered please provide all technical data to support the “or equal”.
- 1.2.5 All bidders shall indicate their compliance with these specifications by writing either “yes” or “no” for each item. You must answer yes to all items to be considered for a contract.

## 2.0 Applicable Publications

- 2.1 All work shall comply with all local, state, and federal building codes.
- 2.2 All equipment shall comply with all applicable FCC rules and regulations

2.3 All equipment shall comply with all applicable UL requirements.

3.0 Requirements

3.1 All equipment shall be delivered with a complete set of installation, operation and service manuals. (At least one set of hardcopies.)

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.2 The bidder shall be a factory authorized distributor of the equipment and a factory certified service provider for the hardware and software proposed. Please provide proof of certification with your bid submittal.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.3 The bidder shall provide “end user training” on functions of the voicemail system.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.4 The bidder shall provide a warranty for parts and labor for all hardware and software for one year from the date of acceptance, (See 4.0) by the Division of Support Services. Bidder shall include a copy of the warranty with your bid submittal document.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.5 The bidder shall make available on-site technical support for all hardware and software, 24/7, one year from system acceptance date. (See 4.0)

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.6 The bidder shall supply “over the telephone support”, 24/7, to City of Columbus, Division of Support Services personnel one year from date of acceptance. (See 4.0)

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.7 The bidder shall have the ability to have parts shipped directly to the site from the manufacturer next day (if the parts are not available locally) in case of a major system outage.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

- 3.8 The bidder shall be responsible for providing all the materials, software and hardware, for one complete Voicemail system. It is the responsibility of the bidder to determine what supplies and materials are needed to complete this project. Any cost associated due to an oversight shall solely be the responsibility of the bidder. The bidder must maintain, at a minimum, the same features and functionally, unless otherwise specified in this document and accepted by the City of Columbus, that the current PBX systems provide to the Department of Public Safety.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

- 3.9 The bidder is required to coordinate all work with Support Services staff.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

- 3.10 The bidder is responsible for testing all equipment and software prior to the equipment being cut over for live use. Bidder shall replace, at no expense to the City of Columbus, any software or hardware that may be needed or does not pass the pre-cut over testing.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

- 3.11 Requirements Specific

3.11.1 Note: Division of Support Services personnel will be assisting in the installation of the new Voicemail equipment. We are doing this in an effort to cut cost for the total project. Currently the Division of Support Services has factory certified technician on the Nec Neax 2400 IPX, Neax 2000 IPS, AimWorks Global Navigator and various other communications equipment. We will provide a minimum of 2 technicians for this project, start to finish. We will also assist in the basic programming, route data, station data, training and all other aspect of the installation. Please remember, we will be assisting with the installation of the system.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

- 3.11.2 The Voicemail system will digitally integrate with one NEC 2400 IPX.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.3 The Bidder will supply the necessary NEC 2400 IPX hardware to integrate the proposed voicemail system.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.4 The Bidder will be responsible for installation, configuration and integration of the Voicemail system with all telephone systems in the voicemail network. See appendix 1.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.5 The Bidder will responsible for all system programming of the NEC 2400 IPX that the voicemail system will integrate with.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.6 Integration of the voicemail system must not void the current warranty of the NEC 2400 IPX. This warranty is held with the installer of the NEC 2400 IPX. Winning bidder must pay the warranty holder to integrate the voicemail system with the NEC 2400 IPX.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.7 Bidder will be NEC factory certified for the NEC 2400 IPX.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.8 The Bidder will program ten voicemail boxes, one automated attendant, one directory, and one interview box for testing and system verification purposes.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.9 Support Services personnel will populate the data base for all active voicemail boxes, interview boxes, and automated attendants.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.10 Proposed Voicemail will provide all the standard features of the NEAXMail AD-64

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.11 The voicemail system will support Live Record.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.12 The voicemail system will support a minimum of 65,000 mailboxes.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.13 The voicemail system will support up to 64 digital ports.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.14 The voicemail system will be equipped with 32 digital ports.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.15 The voicemail system will be equipped with a minimum of 1,500 hours of storage.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.16 The voicemail system storage will be RAID.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.17 The voicemail system will be equipped with a redundant power supply.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.18 The voicemail system will be equipped with tape back-up.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.19 The voicemail system will be rack mounted.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.20 The voicemail system will be equipped with an external modem.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.21 The voicemail system will have the capability to integrate with the Department of Public Safety Police Division e-mail system. Ie. ViewMail for Microsoft Messaging.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

3.11.22 The voicemail system will allow access via a subscriber's pc. Ie. ViewCall Plus.

Will Fully Comply\_\_\_\_\_ Will Not Fully Comply\_\_\_\_\_

4.0 Sampling, Inspection and Testing Procedures.

- 4.1 The Division of Communications reserves the right to test all supplied software and hardware applications for compliance with the specifications as stated under section 3.0 of this document. Acceptance of the new system will be granted no more than 30 days after successful testing of the voicemail system and applications being put in service (on-line.) The Division of Support Services Administrator will provide a signed letter of acceptance to the contractor.
- 4.2 During the testing period, all unacceptable software or hardware applications shall be made to conform to the system requirements by the contractor within one week of the notification of nonconformance.

5.0 Delivery

- 5.1 The bidder shall coordinate delivery with Division of Support Services personnel. Please see Page 2 for information.

6.0 Notes

- 6.1 Contingent upon funding the City of Columbus may purchase items as described in 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5. On a separate attachment to your bid response please supply pricing for the aforementioned sections. The City of Columbus reserves the right to add and delete quantities as described in 6.1.1, 6.1.2, 6.1.3, 6.1.4, and 6.1.5. The pricing provided will NOT be considered in the award process.
  - 6.1.1 The bidder shall provide the cost of a manufacturer training course or courses. Training will include all hardware and software of the proposed voicemail system.
  - 6.1.2 The bidder shall provide the cost of a site license, if available, for ViewMail for Microsoft Messaging or equivalent.

- 6.1.3 The bidder shall provide the cost of a site license, if available, for ViewCall Plus or equivalent.
- 6.1.4 The bidder shall provide the cost of a client license for ViewMail for Microsoft Messaging or equivalent.
- 6.1.5 The bidder shall provide the cost of a client license for ViewCall Plus or equivalent.
- 6.1.6 Liability Insurance

The contractor shall take out and maintain during the life of the contract, such Public 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. Proof of such insurance coverage shall be evidenced by submitting a certificate of insurance. 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 \$500,000.00

Each Accident \$1,000,000.00

Property Damage Liability

Each Person \$500,000.00

All Accidents \$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 be 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 hereinabove described.

Lessor 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.

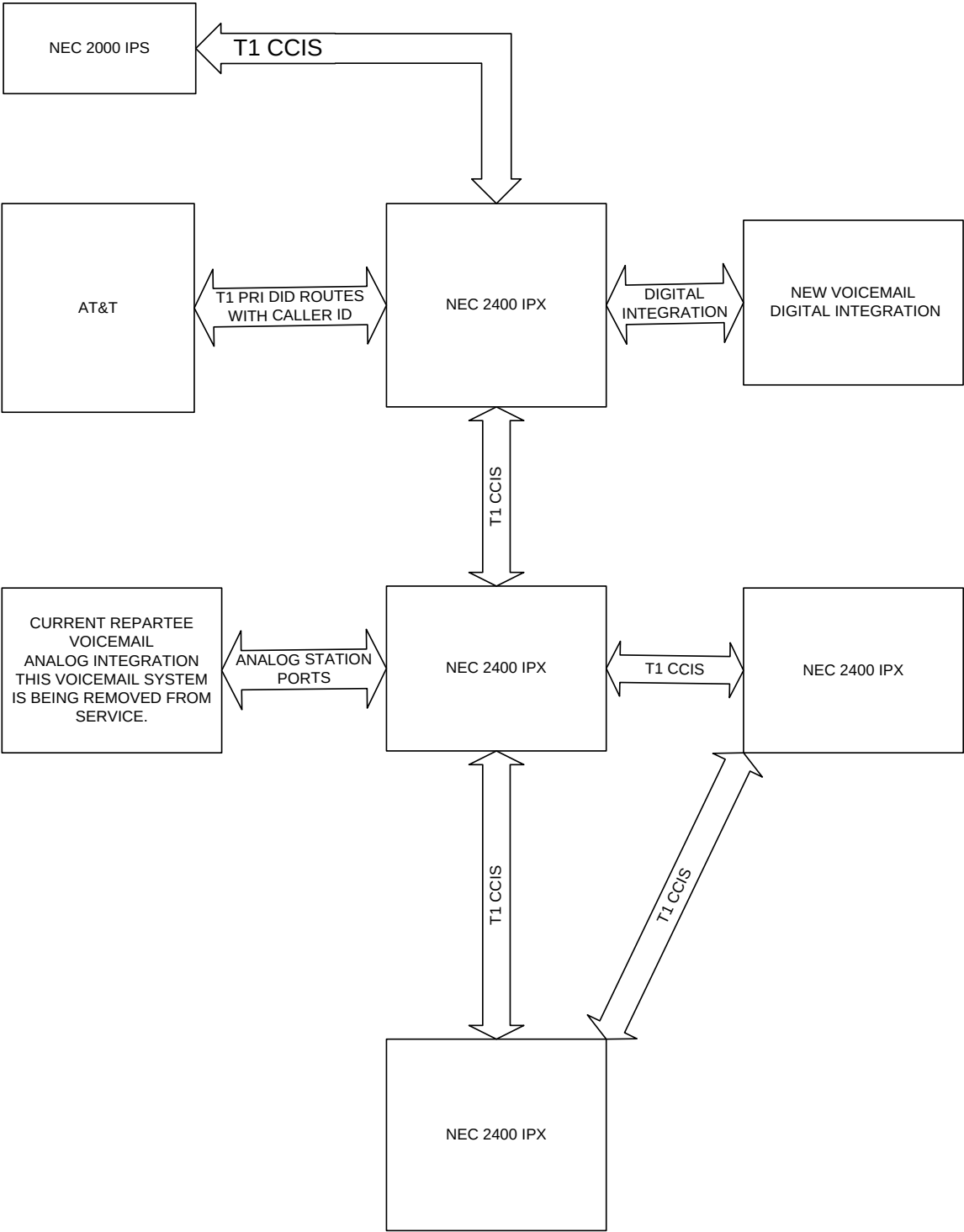
#### 6.1.7 Withholding of City Income Tax

And pursuant to Section 361.34 Columbus City Codes, 1959: "Said Contractor hereby further agrees to withhold all city income tax assessment due or payable under the provisions of Chapter 361, Columbus City Codes for wages, salaries and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such city income tax assessments due under said chapters for services performed under this Contract."

#### 6.1.8 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 premium.

APPENDIX 1



# PROPOSAL

**To the Finance and Management 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 4H)
- \_\_\_\_\_ Checklist / Proposal Page(s) (Page 5 through 5A)
- \_\_\_\_\_ Signature Page (Page 6)
- \_\_\_\_\_ Signature Affidavit (Page 7)
- \_\_\_\_\_

# PROPOSAL

To the Finance & Management 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.

Prices are to be quoted F.O.B. AS PER 5.0

| ITEM NO. | EST. QTY | UNIT  | ITEM         | UNIT PRICE (IN FIGURES) | UNIT PRICE (IN WORDS) | TOTAL BID (IN FIGURES) |
|----------|----------|-------|--------------|-------------------------|-----------------------|------------------------|
| 1.0      | 1        | SYS T | AS PER 3.0   |                         |                       |                        |
| 2.0      | 1        | EA.   | AS PER 6.5.1 |                         |                       |                        |
| 3.0      | 1        | EA.   | AS PER 6.5.2 |                         |                       |                        |
| 4.0      | 1        | EA.   | AS PER 6.5.3 |                         |                       |                        |
| 5.0      | 1        | EA.   | AS PER 6.5.4 |                         |                       |                        |
| 6.0      | 1        | EA.   | AS PER 6.5.5 |                         |                       |                        |
|          |          |       |              |                         |                       |                        |
|          |          |       |              |                         |                       |                        |

# PROPOSAL

To the Finance & Management 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: \_\_\_\_\_ - calendar day(s) after receipt of order.

Terms:

\_\_\_\_\_

Company Name or Bidder's Name:

\_\_\_\_\_

Business Address of Bidder:

\_\_\_\_\_

REQUIRED Company Employee Information:

Total number of company employees = \_\_\_\_\_

Total number of company employees working in Columbus = \_\_\_\_\_

Additional number of employees that will be working in Columbus in the event this contract is awarded to your company = \_\_\_\_\_

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**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Authorized Signature X \_\_\_\_\_ Title: \_\_\_\_\_  
(SIGNATURE MUST IN WRITING IN OTHER THAN BLACK INK) (TITLE MUST BE GIVEN)

REVISED 10-5-05

# Affidavit

(To be filled in and executed if the contractor is a corporation.)

County of \_\_\_\_\_

State of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says that he/she is  
(Name of Affiant)\*

Secretary of \_\_\_\_\_

A corporation organized and existing under and by virtue of the laws of the

State of \_\_\_\_\_ and having its principle office at

\_\_\_\_\_  
(Number and Street) (City/State) (Zip Code)

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

by-laws of \_\_\_\_\_ affiant further says

That \_\_\_\_\_ is \_\_\_\_\_  
(Name of person signing proposal/contract) (Title)

Of the corporation, is duly authorized to sign the contract for \_\_\_\_\_

\_\_\_\_\_, for said corporation by virtue of

\_\_\_\_\_  
(State whether a provision of by-laws or a resolution of the Board of Directors. If by resolution, give date of adoption.)

\_\_\_\_\_  
Signature of Affiant\*

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for

\_\_\_\_\_  
(County) (State)

\*Affiant must be someone other than the signer of proposal/contract.