



Alternative Response Plan Request for Proposals (RFP)

Release Date: April 30, 2024

Submission Deadline: June 12, 2024

Submission Details:

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1.0 PURPOSE

The City of Columbus (“City”), Department of Public Safety is seeking well-qualified individuals, firms, agencies, or teams (“Offerors”) to develop a plan for alternative response teams that are non-law enforcement responses to certain calls for service. This plan will become the basis for a strategic framework for a response to calls to 911 within the City for which law enforcement or traditional fire and emergency medical services (“EMS”) are not the most appropriate resource. This new response plan will supplement the alternative response programs in existence within the City and further the City’s objective to meet residents’ needs with the right response by delivering the most appropriate resource.

2.0 PROJECT DESCRIPTION

The overall project goal is to develop a plan and a strategic framework for a response to identified 911 calls within the City for which traditional law enforcement, fire, and EMS are not the most appropriate resource to address the root cause of the issue. The strategic framework will involve developing a plan for a non-law enforcement response program, a plan to scale the program in the future, and a plan for the administrative and operational structure of the program. Additionally, the City seeks an evaluation of its existing programs, research on nationwide programs, and a plan for a community advisory commission to advise the City on alternative response efforts.

3.0 BACKGROUND AND EXISTING PROGRAMS

The City’s population is diverse and rapidly growing. Not all residents who are in need require or benefit from the services provided solely by law enforcement, fire, or EMS. Over time, these traditional first responders became the primary, and in some cases sole, response to all calls for help, regardless of the underlying cause. The scope of practice for traditional first responders is limited. People in need may find themselves transported to jail, subjected to the criminal justice system, or transported to a local emergency department. These traditional solutions ignore the proposition that other more appropriate resources may exist, such as social services or behavioral health care, to address underlying causes or complex physical or mental health needs.

When traditional first responders are not the most appropriate resource for the residents’ needs, the first responders are diverted from incidents in which their training, education, and experience are the most appropriate. Law enforcement resources may be diverted from responding to violent acts or investigating serious criminal activity. Likewise, fire and EMS resources may be diverted from emergent medical, rescue, or fire incidents.

Because there is no “one-size-fits-all” approach when it comes to public health and safety, the City has invested heavily in alternative crisis response. Guided by experts in mental health, substance use disorder, social work, and law enforcement, the City developed and implemented several collaborative programs across City departments and disciplines to provide better, more tailored responses to the needs of our community.

3.1 Rapid Response Emergency and Addiction Crisis Team (RREACT)

RREACT is a multi-agency team of Columbus Division of Fire Paramedics, Columbus Division of Police Intervention Team Officers, and Clinicians from the Central Ohio Area Agency on Aging (COAAA), Franklin County Family and Children First Council, Southeast Healthcare, and Base Camp Recovery who collectively work to combat the opiate crisis. RREACT connects individuals and families with resources for substance use disorder treatment and recovery services, including transportation to treatment. RREACT's holistic approach is guided by its motto, "Recovery, Compassion, and Support."

3.2 Specialized Program Assessing Resource Connectivity (SPARC)

SPARC is a multi-agency EMS outreach team consisting of paramedics from the Columbus Division of Fire and clinicians from Central Ohio Area Agency on Aging (COAAA). The team assists individuals with their medical and social needs. The individuals are identified through 911 calls and community referrals. Referrals typically occur when an individual utilizes traditional EMS and that traditional service is not the most appropriate for the root cause of their needs.

SPARC operates within the Columbus Division of Fire. The program is available to people who are residents of the City or reside within Franklin County. SPARC's mission is to assess, stabilize, and connect individuals, including older adults, with resources and services to improve their quality of life and health capital. SPARC's holistic approach is guided by its motto, "Compassion, Support, and Connection."

3.3 Right Response Unit (RRU)

RRU embeds mental health clinicians from Columbus Public Health in the Emergency 911 Call Center. The clinician assists with triage of calls and determining the best response. When a dispatcher determines a situation involves a potential mental health and/or substance use disorder crisis, the caller is transferred to the RRU clinician. The RRU clinician conducts an assessment and attempts to stabilize and de-escalate the situation. Instead of a traditional police or fire response to every call, RRU clinicians identify the specific needs of the caller—whether it's mental health support, addiction services, or other social service needs—to ultimately provide the caller with the most appropriate available resource. For calls that still require a traditional police or fire response, RRU clinicians work to de-escalate volatile situations and provide pre-arrival instructions before police or paramedics arrive at the scene. A non-emergency line 614-645-4545 #3 is also a means for callers to connect to a clinician for behavioral health concerns. The RRU operates Monday-Friday 8:30am to Midnight.

3.4 Mobile Crisis Response (MCR) Unit

MCR has teams of specially-trained officers from the Columbus Division of Police and clinicians from Columbus Public Health. The teams receive ongoing training for specialized mental health concerns and are trained to administer Naloxone, an opioid-overdose reversal agent. MCR's primary mission is to respond to complex mental health or substance use-related calls for service to provide a professional, compassionate, and dedicated response to individuals in crisis, their families, and partner agencies.

MCR provides assistance through de-escalation, linkage to resources, and transportation to area facilities for treatment as deemed appropriate. MCR responds to dispatched calls for service as well as internal and external referrals. MCR teams ensure the dignity of all people and strive for collaboration, improving outcomes for community members, reducing demands on police resources, and improving the safety of officers and the community. MCR includes six teams which operate from 10:00 a.m. to midnight, seven days a week, 365 days a year.

3.5 Referral Triage Line

The Department of Public Safety is working to develop, identify strategic partners, and implement a referral triage line. While the details are not yet fully developed, the objective is to reduce inappropriate and unnecessary fire and EMS responses through the appropriate triage of certain calls to 911. Medical professionals will staff the triage line. These calls, which would have been met with a traditional fire or EMS response, will be triaged in order for medical personnel to connect the caller to an appropriate resource without the need for that fire or EMS response.

4.0 SCOPE OF WORK

The City intends to select one project team to conduct the entire Scope of Work, but may elect to divide the work into multiple, sequential contracts with multiple Offerors. If multiple Offerors are selected, the City reserves the right in its sole discretion to designate one Offeror as the project lead to coordinate the work of other selected entities.

The City acknowledges communities throughout the United States are engaging in similar efforts and that the City can learn from existing work. While the needs and requirements of this RFP are spelled out with some particularity, the City also looks to the knowledge and experience of each Offeror to inform the City whether or not there could be additional or altered needs or requirements that would be beneficial to the overall project objective.

4.1 Needs & Requirements

The needs and requirements of this project include:

1. Design a non-law enforcement response to calls for which traditional first responders are not the most appropriate resource for the need.
 - a. Through an analysis of incoming 911 calls, identify calls for which law enforcement and traditional fire and EMS are not the most appropriate resource for the need.
 - b. Identify the resource or resources that would be the most appropriate.
 - c. Identify which calls would be appropriate for existing alternative response programs.
 - d. Evaluate the required skills, scope, and expertise for responses.
 - e. Develop options for alternative response program development—determine whether recruiting and training community members or licensed or certified professionals is

- appropriate; and consider benefits and drawbacks of direct City employment or nonprofit partnership agreements.
- f. Develop a strategic framework, including the administrative and operational structure, to implement a pilot program with an evaluation plan that will be used to inform future scaling and growth or integration with existing services.
 - g. Evaluate and recommend needs of diverse populations around effective crisis care and increasing utilization through stigma reduction and increasing community trust of mental health and crisis systems.
2. Assess the City's existing alternative response programs.
- a. Provide detailed research on alternative response programs throughout the nation.
 - b. Determine whether or not the City's existing programs could collaborate and the manner of collaboration for maximum effectiveness.
 - c. Determine appropriate levels of staffing and hours of operation to meet current demand and future demand.
 - d. Determine an administrative and operational structure to oversee existing alternative response programs and other aspects of program management.
 - e. Recommend options for financial sustainability, including but not limited to, the feasibility of billing insurance for services.
 - f. Determine if the newly envisioned alternative response program could be integrated within existing programs.
 - g. Engage with governmental and non-governmental crisis care organizations (such as the Alcohol, Drug, & Mental Health Board, Maryhaven, Netcare Access, and other social, behavioral health, and human services) to understand perspectives and roles within the regional continuum of alternative response, crisis response, behavioral and mental health care, and social service.
 - h. Evaluate coordination options between 911 and 988.
3. Develop a plan to create and staff a temporary community advisory commission to advise the City on alternative response efforts.
- a. Recommend ten to fifteen representatives who bring lived-experiences and subject-matter expertise to the topic of alternative response efforts.
 - b. Recommend a structure, meeting tempo, and scope to advise the City on alternative response efforts.

4.2 Deliverables

Required deliverables include:

1. A written report, in digital format, that addresses each of the needs and requirements listed within Section 4.1.
2. Presentations to City officials upon conclusion of the project.

4.3 Project Schedule

RFP Issue Date	April 30, 2024
Deadline for Offeror Questions	May 20, 2024
Responses to Questions Deadline	May 28, 2024
RFP Proposals Deadline	June 12, 2024
Proposal Review & Evaluation	June 2024
Proposals Selected for Optional Interview*	June 2024
Optional Interview*	June 2024
Selection of Offeror	June 28, 2024
Contract Negotiations & Legislation	July 2024
Tentative Start Date	August/September 2024
Project Period	September 2024 – May 2025

**The City reserves the right to select a consultant from submitted qualifications proposals without an interview.*

5.0 PROPOSAL CONTENT

The City's selection of the Offeror will be determined by the information provided in response to this RFP. To be considered for selection, submit the information below, clearly labeled, and in the order listed. The proposal shall not exceed fifteen pages. The Offeror shall submit one digital copy

of the entire submission in PDF format. **All materials must be received no later than June 12, 2024.**

The City reserves the right to reject any or all submittals, and to waive any irregularities or information in the evaluation process. The final decision is the sole decision of the City, and the Offerors to this request for proposal have no appeal rights or procedures guaranteed to them.

5.1 Letter of Introduction

An overall introduction to the proposal is required, including a summary of the Offeror's understanding of the scope of the project and overall approach to delivering the scope of work. The letter must state the name of the person authorized to represent the Offeror and sign any contract that may result. The letter should also include Offeror information including a contact person's name, mailing or street address, phone number, and e-mail address.

5.2 Table of Contents

Include a table of contents identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

5.3 Experience and Qualifications

- Describe the Offeror—size and organization, years in business, nature of the business, the number and location of offices, general operation structure, and management and key personnel. Include a discussion demonstrating that the Offeror has the resources (financial, equipment, labor, and capacity) available to provide services under this RFP from the first day of the start of work.
- Provide an overview of qualifications for all members of the Offeror's team working on the project including how the qualifications relate to the scope of work and any relevant project experience.
- Highlight past performance, projects, and assignments in completing similar scope of work for other public agencies.
- Provide a statement of availability for the team identified. Include an organizational chart of the proposed team, including a contingency plan should a member of the proposed team be unable to fulfill their responsibilities.

5.4 Approach to Scope of Work

Describe how the consultant will complete the scope of work, including a timeline/schedule. Offerors are encouraged to suggest revisions to the preliminary scope of work, alternative approaches, and creative ideas that would improve upon the project.

5.5 References

Provide the following information for three projects similar to the scope of work described above that have been completed or are in progress by members of the project team:

- Name of Jurisdiction
- Brief description of the work completed or in progress
- Year completed, if completed
- Reference (name, title, phone number, and e-mail address)

5.6 Cost, Pricing Structure, and Invoices

Provide a not-to-exceed cost proposal for performing all the work described in the scope of work. Break the cost proposal down by project component. Include any details you feel are necessary to explain or support your fee. Costs shall include all direct, indirect, and overhead expenses, including travel and lodging expenses and any other allowable reimbursable costs incurred by the Offeror to perform the work.

Please account for all costs that would be incurred as part of implementing the scope of work. The City does not intend to reimburse for expenses beyond the contracted amount.

Please verify that you can invoice the Department of Public Safety properly.

The City may request additional clarification or a breakdown of the hours and costs with the top-ranking Offerors.

6.0 SUBMITTAL INSTRUCTIONS

6.1 Bonfire

All responses must be submitted through the Bonfire Portal <https://columbus.bonfirehub.com/opportunities>

6.2 Communications: During the proposal and evaluation process, Offerors are strictly prohibited from communicating with any City employees or officers regarding this solicitation except through the method stated below during the **Question & Answer** Period. Any communication from the vendor to the City after the Question & Answer period should be limited to only what is necessary. Necessary communication required by the City will be communicated clearly to Offerors. If any Offeror has a need to communicate with the City, the communication should come only to the contact listed below. If a city employee attempts to communicate with an Offeror contrary to this provision, the Offeror shall report said incident to Dan Giangardella, Deputy Director Columbus Public Safety at djgiangardella@columbus.gov, 614 645 0414. A violation of this section on the part of the Offeror will lead to disqualification.

7.0 SPECIFICATION QUESTIONS

Questions regarding this RFP must be submitted on the Bonfire portal no later than 11:00 a.m. (local time) on Friday, May 20, 2024. Responses and any necessary addenda will be posted as an amendment to this RFQ on the Bonfire portal no later than 11:00 a.m. (local time) on Friday, May 28, 2024. The City strongly encourages bidders to submit exceptions and/or changes during this stage of the process. Bidders submitting exceptions and/or changes before this date will greatly reduce the likelihood of their bid being rejected as non-responsive to the specifications. 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.

8.0 EVALUATION CRITERIA

CRITERIA	DESCRIPTION	WEIGHT
Experience	Overall experience and capability with similar projects and references of its clients. Ability to perform and complete the work in a professional and timely manner.	20%
Qualifications	Demonstrated qualifications in this area of work, including but not limited to the technical training, education, and experience of the personnel assigned to complete the project.	20%
Approach	Offeror's understanding of and approach in providing RFP services. Responsiveness and completeness of the proposal and any value-added component. The degree to which the proposal offers a clear and comprehensive process.	40%
Cost	Cost or cost effectiveness and resource allocation. Cost alignment with industry standards.	20%
TOTAL		100%

9.0 ADDITIONAL RESOURCES

The City's Department of Public Safety Alternative Crisis Response webpage:

<https://new.columbus.gov/Services/Public-Safety/Alternative-Crisis-Response>

RREACT's webpages:

<https://new.columbus.gov/Services/Public-Safety/Alternative-Crisis-Response/Rapid-Response-Emergency-And-Addiction-Crisis-Team>

<https://www.cfdreact.com/>

SPARC's webpage:

<https://new.columbus.gov/Services/Public-Safety/Alternative-Crisis-Response/Specialized-Program-Assessing-Resource-Connectivity-SPARC>

RRU's webpage:

<https://new.columbus.gov/Services/Public-Safety/Alternative-Crisis-Response/Right-Response-Unit-RRU>

MCR's webpage:

<https://new.columbus.gov/Services/Public-Safety/Alternative-Crisis-Response/Mobile-Crisis-Response-MCR-Unit>

10.0 RFP CRITERIA AND ADDITIONAL CONTRACT REQUIREMENTS

10.1 Special Conditions

Special conditions included in the specifications, if inconsistent with provisions included in the RFP, shall take precedence over any provisions in the RFP to the extent inconsistent.

10.2 Personal Examination

Offerors are required to satisfy themselves by personal examination of the proposed contract documents and investigation of the conditions at the site of the work in order that they may be fully informed of the contract requirements, the conditions existing, and the difficulties likely to be encountered in the execution of the work.

10.3 Submission of Response

Refer to the "Proposal Content" section of the specifications for instructions for submission.

All proposals and other material submitted in response to this RFP become the property of the City of Columbus. The City may choose to retain or return these materials to the offeror, at the offeror's expense.

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its discretion, will not render the City liable for incurring any cost or damage.

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be supplied to the City prior to the deadline.

10.4 Acceptance and Rejection

The response submitted by the offeror to the City will be accepted or rejected within a period of 180 days from due date. The City reserves the right to waive technicalities, and to cancel and renew the request for the required service. If more than one service, prices shall be quoted on the services requested. However, each service may be considered a separate offer and the City reserves the right to award a contract on each service separately or on all services as a whole or any combination thereof. Offerors whose proposal is made on an "All or None" basis must clearly state such fact in their written responses.

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.

10.5 Withdrawal of Response Proposals

Offerors may withdraw their responses at any time prior to the time specified in the advertisement as the closing time for the receipt of responses. However, no offeror shall withdraw or cancel a proposal for a period of 180 calendar days after said advertised closing time for the receipt of the proposals.

10.6 Signature Required

By submitting this response electronically, Offeror 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.

10.7 Default Provision

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

10.8 Contract and Bond

The offeror to whom an award is made will be required to execute a written contract with the City 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 contracting agent of the City, become irresponsible, then said agent 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 agent, within ten (10) days after notice. In default thereof the default provision herein shall apply.

10.9 Liability, Insurance, Licenses, and Permits

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

10.10 Taxes

The City, being a municipality, is tax exempt and will provide appropriate certificate upon request. Federal and/or State Taxes are not to be included in prices quoted. The successful offeror will be furnished an exemption certificate if needed.

10.11 Pricing

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

10.12 Delivery

Time will be of the essence for any orders placed as a result of this response. The City 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.

10.13 Campaign Contributions

Offeror 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) or (J) of O.R.C. Section 3517.13 are in full compliance with Divisions (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.

10.14 Quality

Unless otherwise stated by the offeror, the proposal will be considered as being in strict accordance with the specifications outlined in this RFP document.

10.15 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.

10.16 Changes and Addenda to RFP Documents

Each change or addenda issued in relation to this document will be published on the City's Vendor Services website no less than five (5) working days prior to the scheduled RFP due 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 RFP.

10.17 Repudiation of Agreement

The liability of the City for repudiation of any contract which might result from this RFP shall be limited to the difference between the market price at the time and place for tender of the service and the unpaid sales price together with any incidental damages, but less expenses paid in consequence of the breach by the City. The liability of the City shall not be measured by the profits or overhead of seller.

10.18 Contract Modification

A contract which may result from this request 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.

10.19 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.

10.20 Remedies

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

10.21 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 offeror shall be notified as to which terms and conditions, if any, have been deleted or changed.

10.22 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 RFP 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.

10.23 Costs Incurred for Proposal Submissions

The City is not liable for any cost associated with the preparation of the proposal or any other costs incurred by any offeror prior to the execution of the contract. The rejection of any proposal in whole or in part, at its sole discretion, will not render the City liable for incurring any cost or damage.

10.24 Withdrawal of Proposals

If at any time prior to the closing date the invited offeror decides not to provide a proposal, the City will appreciate that a letter to that effect be provided to it prior to the deadline.

10.25 Safety Requirements

Successful vendor shall at all times while performing duties, adhere to all rules of their particular industry, with regard to mandates by the Environmental Protection Agency (EPA) and/or Occupational Safety and Health Administration (OSHA), and any other regulation applicable to the circumstance.

10.26 Additional Required Contract Terms and Required Documents

This section sets forth contract terms and the required contract documents that the successful offeror must execute following the award of the contract by the contracting authority.

10.26.1 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.

10.26.2 Termination for Convenience

The City upon seven days written notice may terminate this agreement at its convenience. The party providing goods or services shall be entitled to compensation for goods provided or services rendered under the terms of this contract up to the date of notification of termination.

10.26.3 Termination for Default

If either the City or the Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, the Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be the sole discretion of the aggrieved party. If it determined for any reason that the failure to perform is outside the defaulting party's control, fault, or negligence, the termination shall be deemed to be a Termination for Convenience.

10.26.4 Applicable Law and Remedies

This agreement shall be governed in accordance with the laws of the State of Ohio and the ordinances, statutes and provisions of the Columbus City Codes and Charter, specifically including, but not limited to Charter Section 169 and 161. 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. The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

10.26.5 Assignment

This agreement 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.

10.26.6 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 any and all claims, for any or all injuries to persons or damage to property including claims by third parties resulting and/or arising from the acts or omissions of the Contractor, its officers, employees, agents, or Subcontractors in providing goods or services under the terms and conditions of this contract. The City will not indemnify the contractor and is prohibited from doing so.

10.26.7 Independent Contractor Status

The Contractor shall be and shall remain an Independent Contractor with respect to all services performed hereunder and neither the contractor nor any agent or employee of the contractor shall be or shall be deemed to be an agent or employee of the City of Columbus or considered "public employees" for purposes of OPERS membership. The Contractor agrees to and does hereby accept full and exclusive liability for and shall pay when due all required employment taxes and income tax on any monies paid pursuant to the contract including contributions or taxes for Social Security, unemployment insurance or old age retirement benefits, pensions or annuities. Contractor shall acknowledge that the contractor and its employees are not entitled to unemployment insurance benefits unless the contractor or a third party provides such coverage and that the City does not apply for or otherwise provide such coverage. Contractor shall have no authorization, express or implied, to bind the City to any agreements, liability, or understanding except as expressly set forth in the contract. Contractor shall provide and keep in force worker's compensation coverage (and attach proof of such coverage to the contract) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the contractor, its employees and agents.

10.26.8 Wage Theft Prevention

Chapter 377 of the Columbus City Codes is hereby incorporated into the contract and Contractor 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 ineligibility to contract with the City for three years, up to permanent disbarment.

10.26.9 Protection of City's Confidential Information

The contractor shall acknowledge that some of the material and information which may come into its possession or knowledge in connection with the contract or its performance, may consist of confidential information, the disclosure of which to, or use by, third parties could be damaging. Therefore, access to information concerning individual recipients of the City's services to

individual clients, among other items, shall not be granted except as required by law. The contractor shall agree to hold all such information in strictest confidence, not to make use thereof for other than the performance of the contract, to release it only to authorized employees or subcontractors requiring such information, and not to release or disclose it to any other party. The contractor shall agree to release such information or material only to subcontractors who have signed a written agreement expressly prohibiting further disclosure. The contractor shall further agree to either destroy or return all such information at the end of the term of the contract.

This section does not impose any obligation on the contractor if the information is: (1) publicly known at the time of disclosure; (2) already known to the receiving party at the time it is furnished to the contractor; (3) furnished by the City to others without restrictions on its use or disclosure; or (4) independently developed by the receiving party without use of the proprietary information.

10.26.10 Withholding of City Income Tax

Contractor hereby further agrees to withhold and pay all city income taxes due or payable under the provisions of Chapter 362, 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 and pay any such city income taxes due under said chapter for services performed under this Contract. If it has been determined by the Columbus Income Tax Division that Contractor, or any of its subcontractors, owes city income taxes, the Contractor agrees that the City may withhold the amount due to the City from any amount due to the Contractor for services performed under this Contract notwithstanding any provision concerning payment for services rendered herein.

10.26.11 Workers' Compensation Insurance

The contractor shall take out and maintain, during the life of the 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.

10.26.12 Authority to Bind

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

10.26.13 Liability Insurance

The contractor shall take out and maintain during the life of the contract, such liability (bodily injury and property damage) Insurance as shall protect it 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 itself or any subcontractor or by anyone directly or indirectly employed by either of them. Such insurance policy shall include the City named as an additional insured. The contractor shall maintain coverage of the types and in

the amounts specified below. Proof of such insurance coverage shall be evidenced by attaching a copy of the submitting a certificate of insurance to this contract. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement with the City named as an additional 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

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 notifies the City 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.

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.

10.26.14 Entire Agreement

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations, or warranties not contained in this Contract, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality, or specifications of this Contract shall be binding on either party without the written consent of both parties. This Contract is subject to the Ohio Public Records Act.

10.26.15 Contract Term

The term of this Contract shall be from _____ to _____, a ____ month term. This Contract shall not automatically renew but may be modified and extended for additional _____ periods with approval by Columbus City Council.

10.26.16 Maximum Obligation

The maximum amount to be paid under any purchase order associated with this Contract shall not exceed _____ Dollars (\$_____) unless any such additional funds are appropriated and authorized by Columbus City Council.

10.26.17 Pricing and Scope of Services

The Contractor agrees to perform and invoice the Scope of Services as set forth and as contained in the bid specifications, which are expressly incorporated herein.

No other costs, rates, or fees shall be payable to the Contractor for services performed hereunder. The terms and conditions specified in this Contract constitute the entire contract governing the purchase of services by the City from the Contractor, and shall supersede any terms and conditions which may accompany Contractor's invoice/bid/estimate. Any and all verbal representations are superseded by this Contract. The terms of this Contract shall prevail over any conflicting or deficient terms or conditions listed in any attachments from Contractor

10.26.18 Equal Opportunity Clause

Contractor agrees to abide by all of the terms, conditions and requirements set forth in Columbus City Code Section 3906.02, Equal Opportunity Clause. Failure or refusal of a Contractor or Subcontractor to comply with the provisions of Title 39 may result in cancellation of this Contract

10.26.19 Taxes

Federal or State taxes are not to be included on invoices for the described services. Contractor will be provided an exemption certificate, if needed.

10.26.20 City's Contract Administrator/Contract Administration

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall only be effective if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Services as first-class certified mail, postage prepaid and return receipt requested, to the parties at the following addresses:

10.26.21 Payment/Invoice Submittal

Fees shall be paid for services rendered following: (1) the City's receipt of a correct invoice, which designates the specific applicable charges, and (2) issuance of a certified purchase order. The City will not be subject to any late payment charges. Rates shall be firm during the term of this Contract. The City will process correctly documented invoices for payment and Contractor should receive payment for such invoice within thirty (30) days from receipt and approval by the City.

Invoices: All invoices shall be submitted to the address listed on the Purchase Order.

10.26.22 Modifications

No modification, amendment, alteration, addition or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by an authorized representative of the City and the Contractor and approved by the appropriate City authorities.

10.26.23 Survivorship

All services executed pursuant to the authority of this Contract shall be bound by all of the terms, conditions, prices discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract, or any extension thereof. Further, the terms, conditions, and warranties contained in this Contract that by their sense in context are intended to survive this completion of the performance, cancellation or termination of this Contract, shall so survive.

10.26.24 Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions for the Contract are declared severable.

10.26.25 Campaign Contributions

Contractor hereby certifies the following: that it is familiar with Ohio Revised Code (“O.R.C.”) Section 3517.13; that it is in full compliance with Divisions (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