

## **BIDDER UPDATE**

Per Ordinance 2052-2023, Columbus City Code is updated effective January 1, 2024, as follows:

[https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)

Please read this before submitting a bid. Failure to comply with these changes, which are also included in the solicitation, shall result in the bid being deemed non-responsive.

### **329.18 – Competitive Sealed Bidding**

- (b) The procurement of all service contracts except construction shall be conducted under this section as follows:
  - (8) In determining the **responsibility** of a bidder, for purposes of this section only, to be considered responsible, a bidder must demonstrate that the bidder will pay a **responsible wage** and provide a **health insurance** benefit, as defined in Section 329.01, to all employees proposed to directly perform the work specified in the city bid solicitation response. Additionally, consideration shall be given to the following:
    - (a) Bidder's record of **unsatisfactory judgments**, as defined in Section 329.01, with any applicable federal, state or local laws or regulations; affirmative action or diversity and inclusion programs which the city is required by law to enforce in connection with funds to be spent under the procurement contract; whether the bidder is a **local bidder**; and the bidder's compliance with any minority business enterprise program, women business enterprise program or good faith efforts to comply with such programs adopted by the city; and
    - (b) Whether the bidder employs a **local workforce**, as defined in Section 329.01.

### **329.01 – Definitions**

- (x) **Health Insurance.** An adequate and affordable health insurance benefit provided by an employer to an employee. The employer must provide the benefit as part of an overall compensation plan and the benefit cannot be limited to a specific project. A health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The Patient Protection and Affordable Care Act or a successor to that law. The benefit must otherwise meet the requirements of a

"bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition. For the purposes of construction prequalification, the foregoing shall apply only to those persons performing construction service work, as defined by rule of the director of finance and management or designee.

- (bb) **Local Bidder.** A bidder or offeror who meets the definition of a local business, as determined by the director of finance and management or his/her designee.
- (dd) **Local Workforce.** A workforce whereby at least fifteen (15) percent of the business entity's full-time equivalent employees in Ohio reside in the city of Columbus, as determined by the finance and management director or designee.
- (rr) **Responsible Wage.** The wage paid to a bidder's employees for services, cleaning and recycling services rendered to any city agency, which shall be equal to or better than the wage actually paid to the lowest paid city full-time employee per the city's effective contracts with its bargaining units.

**Contractor shall pay a responsible wage to all employees directly performing the work specified in this contract. The responsible wage for 2024 is \$20.00 per hour.**

- (yy) **Unsatisfactory Judgment.** A final decision, order, or verdict in a judicial, quasi-judicial or administrative proceeding, after all available appeals have either been exhausted or waived, in which a determination of civil liability, criminal conviction, or administrative penalty was imposed upon the individual or entity for violating any applicable federal, state, or local laws, rules, or regulations.

**Below is a FAQ to address most questions.** If you have additional questions not addressed here, see the section in the ITB about how to submit questions for this solicitation.

**Q 1. *What does responsible wage mean?***

It is the wage that must be paid by a City contractor on any service contract awarded pursuant to the competitive bidding section of the Columbus City Codes.

**Q 2. *Who determines what that wage is?***

The Director of the Department of Finance and Management will annually set the responsible wage for each calendar year. This decision will be made by July 31 of the previous year.

**Q 3. *How is it calculated?***

The responsible wage must be equal to or greater than the amount paid to the lowest paid full-time City employee as of July 1.

**Q 4. *Do contractors have to pay this on every contract?***

**Q 5. *Contractors must pay this wage only on service contracts that are awarded under the competitive bidding provisions of Columbus City Codes 329.18. Is there an exemption for small companies?***

There is no longer an exemption for smaller companies. All contractors must pay at least the responsible wage on City service contracts.

**Q 6. *Can a contractor pay its employees more than the responsible wage?***

Yes. The responsible wage is a minimum.

**Q 7. *Does this apply to professional service and construction contracts?***

No.

**Q 8. *Must the contractor pay the responsible wage to all of its employees?***

No. The responsible wage only applies to the employees directly performing the work specified in the bid solicitation.

**Q 9. *How do I apply the responsible wage for contract renewals?***

The contractor must pay its employees the responsible wage in effect at the time the contract or renewal is established and for the duration of the contract/renewal, even if the contract/renewal extends into another calendar year. This example might help.

A city department establishes a contract to clean office space. It is a one-year contract, with three one-year renewal options. The contract starts on March 1, 2024. The responsible wage for the first year of the contract is \$20.00. The department is happy with the work, and exercises the option to renew for one more year, to start on March 1, 2025. From January 1, 2025, to February 28, 2025, the 2024 wage is paid. When the contract is renewed for 2025, the contractor must pay its employees the 2025 responsible wage.

Bidders shall submit firm and fixed prices for the duration of the contract. The duration of the contract is listed in the solicitation and will be included in the contract. If a contract is renewed, and the responsible wage will increase the price for the renewal year, the Contractor may request a price increase by following the procedures included in the solicitation (which will be included in the contract).

**Q 10. *Must a service contractor provide a health insurance benefit?***

Yes, a contractor must provide a health insurance benefit to its employees. It must meet the minimum requirements of the Patient Protection and Affordable Care Act.

**CITY OF COLUMBUS, DEPARTMENT OF DEVELOPMENT  
TERMS AND CONDITIONS FOR RESPONDING TO AN INVITATION TO  
BID IN BONFIRE**

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**BY SUBMITTING A BID RESPONSE IN BONFIRE, BIDDER AGREES TO THE FOLLOWING  
TERMS AND CONDITIONS (ADDITIONAL OR CONFLICTING TERMS WITHIN THE  
INDIVIDUAL SOLICITATION WILL GOVERN):**

1. Submission of any bid response is subject to the Ohio Public Records Act.
2. Bidders are to quote firm or fixed prices. Bids subject to increase in price will not be considered and the bid shall be deemed non-responsive.
3. Each item may be considered a separate bid and the City reserves the right to award a contract for each item separately or for all items as a whole, (or any combination thereof) as the best interests of the City requires.
4. The City has 90 calendar days from bid due date to accept the bid.
5. All materials used in the scope of services are to be new and unused.
6. The Federal Tax Identification Number of the remittance company listed on the invoice shall be identical to that of the Bidder listed on the completed solicitation response.
7. The City reserves the right to reject any and all bids and to waive technicalities.
8. In the event an amendment to the solicitation is required, the City of Columbus will send notification of the amendment on Bonfire to Bidders that have an active account with Columbus Vendor Services and are registered for the procurement categories associated with this solicitation. Though the City will apply this method in the event of an amendment, it is ultimately the Bidder's responsibility to check Vendor Services and Bonfire for verification of any issued amendments.

**IN THE EVENT OF A SUCCESSFUL SERVICE BID, THE BIDDER MUST ADDITIONALLY  
PROVIDE THE FOLLOWING ITEMS AS CONDITION OF THE AWARD:**

**Workers' Compensation**

The Contractor, and any Subcontractor, shall comply with all Workers' Compensation laws of the State of Ohio. Proof of compliance shall be provided.

**Insurance/Indemnity**

The Contractor, and all Subcontractors, shall take out and maintain during the life of the Contract, such Public Liability (bodily injury and property damage) insurance as shall protect him/her from claims of damages from 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 name insured, The Contractor shall maintain coverage of the types and in the amounts specified below. Submitting a certificate of insurance shall be evidence proof of such insurance coverage. A contractor's "umbrella" type policy with limits specified below may be submitted for this requirement, with the City as named insured. The amount of such insurance shall be as follows:

Bodily Injury Liability:  
Each Person \$500,000  
Each Accident \$1,000,000

Property Damage Liability:  
Each Accident \$500,000  
All Accidents \$1,000,000

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

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

**\*\*The Department reserves the right to modify the terms and conditions as it deems necessary to be in compliance with the City's contracting policies.\*\***

**INVITATION TO BID**  
**City of Columbus**  
**Department of Development**  
**Division of Development Planning Division**  
**Transcription Services**  
**RFQ026750**

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This solicitation is being advertised under the competitive bidding provisions of Columbus City Code 329.18.

The City of Columbus Department of Development (hereinafter “City”) is seeking a vendor to perform transcription services. This service will be used to create a written transcription of city Historic District Commission meetings from an audio file. (The Planning Division will provide the audio file). The transcription is used as a written record of a given meeting and serves the city in the instance that an appeal is made on the given commission’s decision on a case.

The City seeks to hire one (1) Contractor for this service and the Contract shall run from approximately March 1, 2024, through February 28, 2025, with an option to renew for one additional year.

Interested bidders shall respond to this solicitation by submitting a bid through the City of Columbus’ Vendor Services Portal. If you should need assistance with this process, please click on the link below for detailed instructions.

<https://www.youtube.com/watch?v=t5PJqQhAhF0>

The City’s Purchasing Office Help Desk is available to speak with vendors and to provide technical assistance. Please contact Vendor Services at (614) 645-8315 if you need any help with the online bidding process, including how to submit questions during the bidding process.

The bid will be awarded to the lowest, responsive, responsible, and best bidder per the provisions of Chapter 329 of Columbus City Code and the provisions listed in this solicitation.

**Section 1: Scope of Services**

1. Contract Administration
  - a. The Contractor will have two contacts for a contract established under this solicitation, an Asset Manager per area and an Office Assistant.

- 1) The Office Assistant will serve as the primary contact and handle all issues related to the contract. As of the publication of this solicitation the contact is:

Madison Clarridge  
Department of Development  
111 N Front St  
Columbus, Ohio 43215  
614-645-6526  
MNClarridge@columbus.gov

- 2) An Asset Manager is assigned to each service area and will serve as the Contractor's primary field contact in that Service Area.

James Goodman  
Department of Development  
111 N Front St  
Columbus, Ohio 43215  
614-645-7920  
JAGoodman@columbus.gov

## 2. Services

- a. The contract resulting from this bid proposal shall provide for the purchase of transcription services of audio files of the City of Columbus Historic District Commission meetings. The City shall email an audio file to the Contractor; the Contractor shall provide a verbatim, written transcription of the audio file, and the Contractor shall email the written transcription to the City in the form of a secure, PDF document.

## 3. Process

- a. Contractor shall complete and return the transcription via email, as directed by the City within: Two-Weeks/10 Business Days, One-Week/5 Business Days, 3-5 Business Days, or 24 hours (urgent meetings & priority recordings).
- b. Contractor shall provide services as needed, on a case by case basis, as determined by the City.
- c. Contractor shall provide transcriptions that are complete, accurate, and reflect the full and complete verbatim record of recordings provided. If the City discovers that the transcription is incomplete, the Contractor shall

revise/complete the transcription within the timeframe required by the City at no additional cost to the City. The timeframe may be as soon as 24 hours after discovery of the error.

- d. Contractor shall perform ongoing quality reviews of transcription consisting of proof listening and reading of reports for content, grammar, spelling, and contextual accuracy.
- e. Contractor shall not disclose any information they learn through providing transcription services to a third party.

#### 4. Compensation and Payment

- a. Fees shall be paid to the Contractor for services rendered following:
  - 1) The City's receipt of a correct invoice, which designates the specific applicable charges.
  - 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 invoices within thirty (30) days from receipt and approval by the City.
- b. Invoices and payment
  - 1) All invoices shall be submitted to the address listed on the Purchase Order. Invoices shall include: vendor's name, vendor's "remit to" address, purchase order number, contract name, name of Contract Administrator, dates of service, purchase order amount, amount invoiced to date, amount of invoice, and amount remaining on purchase order.
- c. Contract Amount: \$1,000.00. To satisfy these needs, this Office shall establish a purchase order pursuant to a task order agreement and to enable payments. The Purchase Order will represent a maximum obligation for the City of Columbus over a particular time period. The City may spend all, part or none of the funding noted on the Purchase Order.
  - 1) The Purchase Order shall not be construed as an actual order to provide any services. Rather, this order enables properly authorized City agency personnel to make purchases on an "as needed" basis per the referenced solicitation.



- 2) Any number of written purchase orders may be issued at the discretion of the city to increase or decrease available funds during the term of the agreement. At no time shall the maximum obligation of the City agency exceed the cumulative dollar amount of associated purchase orders.
- d. The funds available on the Purchase Order expire on 2/28/2025. Any available funds balance not obligated by the City for accounts payable on items/work ordered on or prior to that date shall be cancelled after that date unless the contract is renewed. If the contract is renewed, any remaining funds on the purchase order shall be carried over to the contract renewal terms of service

**SECTION 2: QUALIFICATION TO BID** – By submitting a bid, the bidder is attesting all of the following are true:

1. **Bidder affirmatively acknowledges that they are in compliance with the Responsible Wage Provisions of Columbus City Code, as described herein.**
2. Bidder possesses the previous experience, current capability, staff, and equipment necessary to perform the Scope of Services in a timely manner and to invoice for the services performed with the required supporting documentation.
3. Bidder possesses all licenses, permits, and credentials necessary to perform the services listed in the Scope of Services.
4. Bidder meets all Minimum Requirements as identified in the Scope of Services.
5. Bidder has not submitted more than one (1) bid for the same work from an individual or entity under the same or different name, or corporation under the same name, or corporations with one (1) or more of the same persons as officers or directors of such corporations, or corporations which are holding companies, parent companies or holding companies that are subsidiaries of such corporations. The City may request a list of company officers or any other information to make this determination and failure to provide such information may result in disqualification.
6. Bidder has not previously breached a City contract or had inferior or substandard performance on City projects.
7. Bidder must not have open or active violations of Columbus City Code at the time of the bid.

**SECTION 3: EVALUATION CRITERIA** – Bidders are to quote firm, fixed prices for the duration of the contract which may result from this solicitation. Bids shall be awarded to the lowest, responsive, responsible, and best bidder per Columbus City Code Chapter 329. The factors used to determine the lowest, responsive, responsible, and best bidder are as follows:

1. Lowest Price

The City shall award the contract to the lowest, responsive, responsible, and best bidder. The City will evaluate the bids and award to the contractor with the lowest total (summation) of cost per page for the '3–5 day' plus 'one to two week' delivery.

2. Responsive

- a. A bidder who has submitted a bid which conforms in all material respects to the requirements set forth in an invitation for bids. The City reserves the right to seek clarification of a bid and still deem it responsive.

3. Responsible

- a. Per Columbus City Code Section 329.18(b)(8), the City shall consider the responsibility of a bidder as follows:

(8) *In determining the responsibility of a bidder, for purposes of this section only, to be considered responsible, a bidder must demonstrate that the bidder will pay a responsible wage and provide a health insurance benefit, as defined in Section 329.01, to all employees proposed to directly perform the work specified in the city bid solicitation response. Additionally, consideration shall be given to the following:*

*Bidder's record of unsatisfactory judgments, as defined in Section 329.01, with any applicable federal, state or local laws or regulations; affirmative action programs which the city is required by law to enforce in connection with funds to be spent under the procurement contract; whether the bidder is a local bidder; and the bidder's compliance with any minority business enterprise, female business enterprise or equal business opportunity programs or good faith efforts to comply with such programs adopted by the city.*

**The 2024 responsible wage is \$20.00 per hour.** Contractor shall pay at least the responsible wage to all employees directly performing the work specified in this Contract.

Contractor shall provide an adequate and affordable health insurance benefit to its employees. The benefit must be provided as part of an overall compensation plan and the benefit cannot be limited to a specific project. The health insurance benefit is "adequate and affordable" if it meets both the minimum value and affordability requirements established in rules promulgated pursuant to Public Law 111-148, The Patient Protection and Affordable Care Act or a successor to that law. The benefit must otherwise meet the requirements of a "bona fide" fringe benefit, as defined in 29 CFR 4.171 or a successor to that section. An employer may provide a health insurance benefit through the Small Business Health Options Program, pursuant to Public Law 111-148, so long as it otherwise meets the criteria of this definition.

- b. For more information about Columbus City Code, go to: [https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)

4. Best

- a. Contractor has the capacity, equipment, and personnel needed to fully perform the contract requirements.
- b. Contractor is experienced and reliable to perform the work.

**SECTION 4: DOCUMENTS TO BE SUBMITTED WITH BID**

- 1. Transcription Services Bid Sheet (below)

**SECTION 5: BIDDING INSTRUCTIONS**

Interested Contractors shall respond to this solicitation by submitting a bid through the City of Columbus' Vendor Services Portal. Bids submitted outside of Vendor Services shall not be accepted. If you have questions about the solicitation, please see page 48 of the Vendor Portal User Guide for detailed instructions on how to add a vendor question to this solicitation. If you should need assistance with the submittal process in general, please click on one of the links below for a video that provides detailed instructions.

Line 10 – enter \$0 as your bid price and scan as an attachment on Line 10 the documents listed in Section 5. These scanned documents are your bid and will be included in the contract that will be provided by the City.

Register or Re-register

[Register As A New Business With City Of Columbus Vendor Services - 01/24/2021 - YouTube](#)

Login:

[How To Login To Columbus Vendor Services - 01/24/2021 - YouTube](#)

Overview:

[Vendor Services Overview - YouTube](#)

Register additional contacts:

[Register As Additional Contact For Business Currently Listed In Columbus Vendor Services 1/24/2021 - YouTube](#)

## **SECTION 7: CONTRACT**

Upon evaluation of the bids, the City shall notify the Contractors of the status of the bid. The vendor awarded the contract will be asked to submit a current copy of their Workers' Compensation certificate and insurance certificate, as required in the terms and conditions on the Vendor Services Portal. Individuals utilizing a personal social security number for tax identification purposes and business entities with four (4) or fewer employees must complete and submit, as Exhibit E, the OPERS independent contractor acknowledgment form. THIS FORM CAN BE FOUND AT [WWW.OPERS.ORG](http://WWW.OPERS.ORG)

The City shall prepare a contract for the Contractor's signature, email the contract to the Contractor for signature, and the Contractor shall return the Workers' Compensation and insurance certificates with the signed contract.

**Transcription Services Bid Sheet**  
**Bid Form**  
**RFQ026750**

**INSTRUCTIONS:**

- Complete this page
- Scan and upload as an attachment to Line 10 in Vendor Services

Vendor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Title: \_\_\_\_\_ Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Business Hours: \_\_\_\_\_

***This page, signed by an officer of the company or a designated agent empowered to bind that entity in a contract with the Department of Development, is required to accompany the bid submitted for consideration. If signed by someone other than an officer, complete and submit the Proposal Signature Affidavit along with this form.***

By my signature below, I attest that I have read, understand, and agree to the terms, conditions, and requirements set forth in the solicitation, including, but not limited to the Department's standard contract terms and conditions (Appendix A) and Columbus City Code 329.18 requirement of responsible wage and health insurance benefit, as defined herein and available at [https://library.municode.com/oh/columbus/codes/code\\_of\\_ordinances](https://library.municode.com/oh/columbus/codes/code_of_ordinances)

\_\_\_\_\_  
Signature (Manually signed in ink)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Title

**Vendor's Bid:**

Rate charged (cost per page) for producing pages per delivery time breakdown as indicated:

Two week                    \$ \_\_\_\_\_

One to two weeks        \$ \_\_\_\_\_

3–5 days                    \$ \_\_\_\_\_

48 hours                    \$ \_\_\_\_\_

24 hours                    \$ \_\_\_\_\_