



LUCAS COUNTY OHIO

INVITATION TO BID

ELECTRONIC MONITORING SYSTEM

ELECTRONIC MONITORING

12-029P

COUNTY AGENCY

BID NUMBER

OCTOBER 24, 2012 AT 2:00 PM (local time)

DATE AND TIME OF BID OPENING

BIDDER MUST COMPLETE THE FOLLOWING:

NAME OF COMPANY OFFICIAL \_\_\_\_\_

OFFICIAL'S SIGNATURE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY, STATE & ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

E-MAIL ADDRESS \_\_\_\_\_

The Lucas County Board of Commissioners is seeking bids for an **Electronic Monitoring System for the time period of January 1, 2013 through December 31, 2015 with 2, 1 year renewal options.**

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **October 24, 2012 at 2:00 PM (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

**1.0 Legal Framework**

This Invitation to Bid (ITB) is issued under the provisions of the Ohio Revised Code (ORC) Sections 307.86 to 307.92. All bids submitted in response to this ITB shall comply with Ohio law. The laws of the State of Ohio will govern any disputes rising under this ITB and subsequent contract.

**2.0 Bid Opening**

The bid opening is scheduled for **October 24, 2012 at 2:00 PM (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

**3.0 Bid's Bid Bond Requirement**

A bid bond in the amount of **One Thousand Dollars and No Cents (\$1,000.00)** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

**4.0 Pre-Bid Conference**

<input type="checkbox"/>	Applicable if box is checked
--------------------------	------------------------------

**No Pre-Bid Conference is scheduled for this ITB.**

**5.0 Prevailing Wage**

<input type="checkbox"/>	Applicable if box is checked
--------------------------	------------------------------

**Prevailing Wage does not pertain to this ITB.**

**6.0 Administrative Requirements**

By submitting a bid, the bidder will be held accountable to know the specifications and conditions under which this contract will be accomplished. This includes the contents of all proposal documents, regulations, and applicable laws.

Each bid will be submitted in a clearly marked sealed container or envelope, with the project title, Bid #, date and time of bid opening marked clearly on the outside of the package. If a selected bidder chooses not to submit a bid, the bid should be returned and marked "No Bid" for the project title, Bid #, date and time of bid opening on the envelope or package. All bids must be sent to:

**Lucas County Support Services, Purchasing Division  
One Government Center, Suite 480  
Toledo OH 43604-2247**

The entire set of completed ITB documents must be returned intact and in the following order:

- a. Original completed Request for Bid (ITB) and **one (1) copy**; this includes any amendments applicable to this ITB.
- b. Completed Affidavits: (1) Delinquent Property Tax, (2) Non-Discrimination, (3) Non-collusion, (4) No Findings for Recovery, (5) Compliance Affidavit for Businesses, (6) Transparency Purchasing Policy Disclosure and (7) Sweatfree Affidavit; all signed by your legally authorized representative and notarized.
- c. Bid Bond - Separated from (ITB) and Marked "Bid Bond", your Company's Name, Project Title and Bid Number. **The bid bond is mandatory.** A bidder will be disqualified if the bid bond is not submitted.
- d. The ITB Pricing Response Form completed in its entirety **(Section B).**

Faxed transmissions of bid are unacceptable. Sealed bids received through the mail after the specified date and time will also be returned.

Lucas County reserves the right to postpone the bid opening for its convenience. Bidders are required to submit firm and fixed prices in the format specified on the pricing sheet **(Section B)**. When there are errors in multiplication or addition in a bid, the unit price quoted will be used for calculating the correct total bid. If the error is in the unit price, the bid will be automatically disqualified.

All bid pricing will be valid for 60 (sixty) calendar days from the bid opening date to permit adequate evaluation of bid responses.

Lucas County may make this award as a whole or on a partial basis, based on the individual bid specifications.

The Board of County Commissioners does not obligate itself to purchase the full quantities indicated and the unit price bid must be effective if purchase is less. Conversely, the Board's requirements may be in excess of the quantities shown and the successful bidder shall be required to furnish all requirements under the specification at the unit price bid for an agreed period of time.

Lucas County does not assume any late payment penalties. No condition will alter this statement.

Ohio Revised Code sections 307.90 and 307.91 permits Lucas County to reject all bids, waive technicalities, and to amend the original estimate and to advertise for new bids on the required items, products or services. Lucas County reserves the right to reject any or all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure will not result in the accrual of any right, claim or cause of action by any unsuccessful bidder against Lucas County.

Bidders may withdraw their bids at any time prior to the bid opening date. After the bid opening, bidders may only withdraw their bids as provided in Section 9.31 of the Ohio Revised Code. Withdrawal of a bid after a bid opening exposes a bidder to legal liability for sanctions, including costs for re-bid, or may result in a bid being awarded to the next lowest bidder. Bidders failing to respond to all requirements specified in this ITB may result in the rejection of the bid.

Questions regarding the specifications outlined in this ITB should be directed in writing to:

Lynn DiPierro	Email: ldipierr@co.lucas.oh.us
Support Services Manager	Voice: (419) 213-4509
One Government Center	Fax: (419) 213-4533
Suite 480	
Toledo OH 43604	

Bidders should carefully review all elements of their bids. Once opened, bids may not be altered. Each response in regard to this ITB shall be completed, self-contained and meet the requirements of the ITB. The County may initiate clarifications after the bid opening. However, these clarifications will not constitute an alteration of the bid submitted.

References to a particular trade name, manufacturer's catalog, or model number are made for descriptive purposes to guide the Bidder in interpreting the bid requirements. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the successful Bidder will be required to furnish the particular item referred to in the bid specifications unless a departure or substitution is clearly noted and described in the proposal shown to be compatible with the specifications and accepted by the Board. Lucas County reserves the right to be the sole judge of suitability and fitness of the product bid.

Any deviations from the specifications must be clearly detailed on the exception form. **(Section C)**

If any items being bid have an expiration date, items delivered cannot be expired and must carry a good date for at least 6 (six) months after receipt.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Vendor would foresee additional charges/fees, bidder must include that information on the attached exception form.

All materials in the bid will become the property of Lucas County and may be returned only at the County's discretion. Materials received constitute public information as a matter of statutory law and will be made available for public inspection and copying upon request by members of the public pursuant to ORC Section 149.43. Any portion of the bid to be held confidential should be marked to that effect and will not be considered public record if it clearly falls within an exemption enumerated in ORC Section 149.43.

Additional information, such as brochures, glossies and or promotional materials, is to be provided in a separate section at the back of the response.

**6.1 Additional Administrative Requirements - Compliance with Support Order(s)**

Financial responsibility, integrity, and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem, which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders must submit the completed "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five (25%) percent or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's /contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, (419) 213-3106, regarding this requirement should they have questions.

**7.0 Contract Administration**

The Lucas County Purchasing Department will administer the contract.

**8.0 Bid Evaluation Criteria and Award**

An award will be made to the provider who is considered lowest and best bid for the County's needs.

Lucas County Board of Commissioners reserves the right to reject any and all bids, to waive minor technicalities and to request a re-bid through the bid process. Lucas County reserves the right to conduct site visits of proposed facilities (at County expense) to determine capability of the bidder to perform.

**9.0 Bid Alterations, Amendments, and Alternate Bids**

No alterations, additions (alternate bids), or exceptions to the specifications contained herein are permitted except by amendments issued by the Lucas County Purchasing Department to all bidders that have received an ITB.

During the bid process, bidders may be furnished certain amendments covering additions or deletions to the ITB documents. Amendments will be included in the scope of work and will become a part of contract documents. Amendments may be issued up to seventy-two (72) hours preceding the bid opening date, excluding weekends and holidays.

Any prospective bidder desiring an explanation or interpretation of the ITB or specifications must request it in writing soon enough to allow a reply to reach all prospective bidders before the submission of their bids but no later than 5 (five) business days prior to the bid opening. Oral explanations or instructions given before the award of a contract will not be binding. Any information given a prospective bidder concerning the ITB will be furnished promptly to all other prospective bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other prospective bidders.

**10.0 Equal Opportunity Provisions Required**

All bidders must be willing to enter a contract containing the express language contained in Section 125.111 of the ORC, which requires the following:

Every contract for or on behalf of the state or any of its political subdivisions for the purchase of materials, equipment, supplies, contract of insurance, or services shall contain provisions similar to those required by Section 153.59 of the Revised Code in the case of construction contracts by which the bidder agrees to both of the following:

That in the hiring of employees for the performance of work under the contract or any subcontract no bidder or subcontractor shall, by reasons of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates.

That no bidder, subcontractor, or any person acting on behalf of any bidder or subcontractor shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, handicap, national origin or ancestry.

All bidders who contract with the state or any of its political subdivisions for materials, equipment, supplies, contracts of insurance, or services shall have a written affirmative action program for the employment and effective utilization of economically disadvantaged persons, as defined in Section 122.71 of the Revised Code. Annually, each such bidder shall file a description of the affirmative action program and a progress report on its implementation with the Ohio Civil Rights Commission and the Minority Business Development Office established under Section 122.92 of the Ohio Revised Code.

#### 11.0 Insurance Requirements

If bid specifications require performance of labor for Lucas County, seller must agree to indemnify and protect Lucas County against all liabilities, claims, or demands for injuries or damages to any person or property growing out of the performance of this contract, by seller, its servants, employees agents or representatives. Prior to issuance of purchase order, the successful bidder must furnish an Insurance Carrier's Certificate showing that the seller has adequate worker's compensation, public liability, and property damage insurance coverage in accordance with the "County of Lucas Contractor Insurance" page of the bid document.

#### 12.0 Contract Term and Extension

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners. The term of this contract will be for **the time period of January 1, 2013 through December 31, 2015 with 2, 1 year renewal options.**

#### 13.0 Invoices

The bidder will be required to submit invoices in triplicate (one original and two copies) to the "invoice to" address identified in the purchase order used to issue orders against this contract. The bidder's Federal Tax Identification Number should appear on all statements and invoices.

Invoices must include the following:

Name and address of bidder  
Invoice remittance address as designated in the contract & description including:

Billing period  
Location  
Unit Code (must match bid)  
Calculated extended cost  
Description of item purchased  
P. O. or Contract #

**14.0 Assignment/Subcontractor**

Neither the contract nor any rights, duties or obligations described herein will be assigned by either party hereto without prior express, written consent of the other party. The contract will be made pursuant to the bid submitted by the bidder. The contract will be based on the bidder's qualifications and responsibilities. The bidder will not sublet or assign the contract nor shall any subcontractor commence performance of any part of the work included in the resulting contract, without the previous written consent of Lucas County.

**15.0 Taxes**

Lucas County does not pay local, state or Federal taxes. If requested, the bidder will be furnished with an exemption certificate.

**16.0 Permits/Codes**

The selected bidder is responsible for obtaining all permits and licenses required for performance of the work specified. All labor and materials provided under this agreement shall meet or exceed minimum standards covered by the current applicable code(s) or bidder shall have obtained a legal waiver.

**17.0 Compliance with the Law**

The bidder must agree to comply with all applicable Federal, state, and local laws in the conduct of the work specified in this ITB including applicable state and Federal laws regarding drug-free work places. The bidder will be required to accept full responsibility for payment of all taxes and insurance premiums including, but not limited to; Unemployment Compensation insurance premiums, Workers' Compensation, all income tax deductions, Social Security Deductions, and any other taxes or

payroll deductions required for all employees engaged by the bidder in the performance of the work specified in this ITB.

#### 18.0 Pricing

Bidders are expected to quote firm and fixed prices on a per unit basis, in the format specified in **(Section B)**. The successful bidder will not change the unit price or the scope of work during the contract period or any extension periods, however, should the bidder receive a decrease in overall costs associated with the commodity, this provision shall allow for modification of the existing contract to decrease the price.

Bidders must utilize pricing forms supplied in this document contained with **(Section B)**.

It is the County's intent to establish a contractual arrangement for specified commodity or service. Any services not specifically named on the pricing pages are to be named and priced on Additional Response Area **(Section C)**. Additional pricing may be submitted on subsequent pages so long as presented in a manner consistent with supplied format.

There will be no incidental charges for services. If Lucas County has left any information out of these specifications where the Bidder would foresee additional charges/fees, the bidder must include that information on the exception sheet found in **(Section C)**.

#### 19.0 Termination for Convenience

Lucas County reserves the right to terminate the resulting contracts for its convenience by giving the bidder 30 (thirty) days written notice. Lucas County reserves the right to terminate during the contract period or any subsequent renewal period.

#### 20.0 Termination for Default

Lucas County may terminate the contract at any time the bidder fails to carry out its provision under the terms and conditions of the specified contract after issuance of a cure notice. The bidder will have thirty days after notice of required improvement to make necessary corrections. If, after such notice, the bidder fails to remedy the conditions, Lucas County will issue an order to stop work immediately and terminate the contract without obligation.

#### 21.0 Non-Acceptance Criteria for Work, Materials and Service

No certificate of payment, no provision in the bidding documents, or any partial shipment of materials or entire occupancy of government shall constitute an acceptance of work, materials or service not done or provided in accordance with the contract documents, or relieve the bidder of liability for any express or implied warranties or responsibility for faulty materials or

workmanship. The bidder shall remedy any defects in the work, material or service and pay for any other resulting damage to other work, material or equipment which appears within one year of final acceptance of the work, materials, or service unless a longer period is elsewhere specified. Nothing stated herein should relieve the bidder of common law liability for latent defects, which may appear after the expiration of the warranty period.

**22.0 Performance Requirements**

The delivery of any material, equipment, or the performance of any service that does not conform in all respects to the specifications will be rejected and the Board of Commissioner's representative and reasons for the rejection shall notify the Bidder. If the Bidder fails to make immediate replacement of such rejected material, equipment or service meeting the specifications, the Board of Commissioners will procure in the open market materials, and equipment, or hire labor of the quality required to meet the specifications up to the value rejected and the Bidder and his surety shall be liable to the Board of Commissioners for the total costs of the correction. The Board of Commissioner's performance of the work, when the Bidder is not doing the work in accordance with the specifications of the contract, shall result in a claim against the bidder for all costs and damages which will be allowed by reason of such non-performance.

If the Bidder defaults or neglects to carry out the work in any respect in accordance with the contract documents and fails to correct the default, except where an extension of time is granted in writing by the County, the County upon written notice to the Bidder may, without prejudice to any other remedies the County may have, make the correction required. If the default or neglect results in a threat to the safety of persons or property, the Bidder must immediately commence to correct such default or neglect upon written or oral notice.

**23.0 Indemnification**

The Bidder awarded this contract shall assume the defense of, indemnify, and save harmless the County or any authorized political subdivision receiving services under this contract from any claims or liabilities of any type or nature to any person, bidder, or corporation arising in any manner from the bidders performance of the work required under this contract and shall pay any judgment obtained or growing out of said claims, liabilities, or any of them.

**24.0 Non-Appropriation of Funds**

Bidders are advised that although the term of this contract may span several fiscal years, this contract is contingent upon the County budgeting and appropriating the funds necessary for the continuation of this contract in the current year. In the event that the funds necessary for the continuation of this contract

are not approved for expenditure in any year, this contract shall terminate on the last day of the fiscal year in which funding was approved, with no penalty to the County.

**25.0 Co-Op Opportunities**

ORC 9.48 allows any county to participate in contracts of other counties or townships in the acquisition of equipment, materials, supplies or services using the same terms, conditions and specifications and same or lower price.

Lucas County may permit authorized counties, townships or municipalities here after referred to as political subdivisions, to participate in contracts that Lucas County has entered into for the purchase of certain supplies, services, materials and equipment. Upon contract award, authorized political subdivisions are approved to order directly with the supplier. All invoices for such purchases must be sent directly to the ordering political subdivisions' billing address. Under no circumstances is Lucas County obligated to that political subdivision's financial commitments.

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR'S execution of the WORK, whether such execution be by himself or by any SUBCONTRACTOR or by anyone directly employed by any of them, or by any one for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability, benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, sickness or disease or death of his employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease or death of any person other than his employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting there from.

21.2 Certificate of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK naming OWNER as additional insured. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least thirty (30) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified;

21.3.1 Comprehensive General Liability and Property Damage, Contractor's Protective Liability, Contractual Liability, Completed Operations-Products, Automobile Bodily Injury and Property Damage, owned and non-owned and hired vehicles and Owner's Protective Liability. The latter policy shall name as the insured the OWNER. If excluded from CONTRACTOR'S standard coverages, the following shall be deleted for policies provided under the CONTRACT DOCUMENT EXCLUSIONS: (1) "Underground Operations" (2) "Third Party Beneficiary" and (3) "Collapse" - where exposure is determined. Bodily Injury Liability and Property Damage Insurance shall cover the use of "Explosives" if used in performance of the CONTRACT. Insurance should be placed with a carrier with an AM Best Rating of at least an A-.

The types and **minimum** limits of insurance shall be as follows:

Commercial General Liability Insurance -  
General Aggregate Limit - \$2,000,000  
Products-Completed Operations-

Aggregate Limit - \$2,000,000  
Personal and Advertising  
Injury Limit - \$1,000,000  
Each Occurrence Limit - \$1,000,000  
Comprehensive Automobile Liability  
Bodily Injury & Property Damage Liability Limit  
Each Occurrence - \$1,000,000

The above minimum coverages may be obtained through the primary insurance or any combination of primary and umbrella insurance. In addition, the General Aggregate Limit shall be required on a per project basis.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage Insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause such SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for Work to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

Relative to any and all claims, losses, damages, liability and costs, the CONTRACTOR agrees to indemnify and save the County of Lucas, its officials and employees (herein after "County") harmless from and against any and all suits, actions or claims for property losses, damages or personal injury claimed to arise from a negligent act, error or omission by the CONTRACTOR or its employees.

22.2 NON-PROFESSIONAL LIABILITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the County of Lucas, its officers, officials and employees (hereinafter "County"), or any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees arising out of the acts or omissions of the CONTRACTOR, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by the acts or omissions of the CONTRACTOR, any subCONTRACTOR(s) of the CONTRACTOR, its agents, or anyone directly employed by them or anyone whose acts they may deem liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph 22.2. It is understood and agreed that this indemnification obligation is enforceable to the full extent permitted by Ohio Revised Code Section 2305.31.

22.3 It is expressly understood and 'agreed that these indemnification obligations are enforceable to the full extent permitted by Ohio Revised Code Section 2305.31. In any and all claims against the County by any employee of the CONTRACTOR, and any subCONTRACTOR(s) of the CONTRACTOR, agent or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. CONTRACTOR hereby expressly waives the immunity provided to CONTRACTOR by Article II, Section 35, of the Ohio Constitution and Ohio Revised Code Section 4123.74 and 4123.741, all regarding worker's compensation immunity, so that this indemnification obligation may be enforced by the County of Lucas against CONTRACTOR in those instances.

22.4 If the CONTRACTOR subcontracts with the County, the CONTRACTOR shall require its subCONTRACTORS to indemnify the County of Lucas in accord with Article 22.

22.5 CONTRACTOR Responsible - The CONTRACTOR expressly understands that the insurance requirements as outlined above are minimum requirements to be met under the contract and does not in any manner represent that the limits, coverage or policy forms are sufficient or adequate to protect the interest or liability of the CONTRACTOR and/or its subCONTRACTORS.

**THE FOLLOWING MUST BE INCLUDED (IN THE SPECIFIED AREAS) ON ALL INSURANCE CERTIFICATES:**

DESCRIPTION OF THE PROJECT AND LOCATION: you may use a generalized listing of the duties to be performed under this certificate of insurance. Example: "Projects Executed for the Board of Lucas County Commissioners."

CERTIFICATE HOLDER: Board of Lucas County Commissioners, One Government Center, Suite 800, Toledo, Ohio 43604-2247.

**SECTION A - AFFIDAVITS**

DELINQUENT PERSONAL PROPERTY TAX STATEMENT  
(O.R.C. Section 5719.042)

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ was / was not charged with delinquent  
(NAME OF COMPANY) (CIRCLE ONE)

Personal Property Taxes by the Lucas County Auditor.

**(If Personal Property Taxes are delinquent, complete the following section)**

The amount of delinquent Personal Property Taxes due Lucas County is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

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

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:

(Date) \_\_\_\_\_

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that  
(Name)

he/she is \_\_\_\_\_ of \_\_\_\_\_ the party  
(Title) (Company)

that made the foregoing proposal; that such party as bidder does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. If awarded the bid and contract under this proposal, said party shall take affirmative action to insure that applicants are employed and that employees are treated, during employment, without regard to their race, religion, color, sex or national origin. If successful as the lowest and best bidder under the foregoing proposal this party shall post non-discrimination notices in conspicuous places available to employees and applicants for employment setting forth the provision of this affidavit.

Furthermore, said party agrees to abide by the assurances found in Section 153.59 of the Ohio Revised Code in the Contract Provisions with the Owner if selected as the successful bidder by the owner.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Company/Corporations)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City/State/Zip Code)

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

(Seal)

\_\_\_\_\_  
(Notary)

My Commission Expires:

\_\_\_\_\_  
(Date)

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

\_\_\_\_\_ being first duly SWORN, deposes and says that he is the \_\_\_\_\_ or authorized representative of \_\_\_\_\_ or is the party submitting this bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person, to submit a sham bid, or refrain from bidding; has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, to fix any overhead, profit or cost element of said bid price, or of that of any other bidder; to secure any advantage against the County of Lucas or any person or persons interested in the proposed contract; that all statements contained in said proposal of bid are true and that, such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any other potential bidder. Further, Affiant affirms that no county employee has any financial interest in this company or the bid being submitted.

\_\_\_\_\_  
(Affiant Signature)

\_\_\_\_\_  
(Affiant Title)

SWORN to before me and subscribed in my presence  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(Date) (Month) (Year)

\_\_\_\_\_  
(Notary Public)

(SEAL)

My Commission Expires

\_\_\_\_\_  
(Date)

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

I \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(NAME) (TITLE) (NAME OF COMPANY)

affirm that at the time that I submitted the bid for \_\_\_\_\_  
(BID TITLE)

to the Board of Lucas County Commissioners on \_\_\_\_\_ that  
(DATE)

\_\_\_\_\_ has / has no unresolved  
(NAME OF COMPANY) (CIRCLE ONE)  
finding for recovery from the State Auditor per Ohio Revised Code  
Section 9.24.

(If there is unresolved finding for recovery from the State Auditor ,  
complete the following section)

The amount of unresolved finding for recovery due the State Auditor is  
\_\_\_\_\_ and unpaid penalties and interest are \_\_\_\_\_.  
(AMOUNT) (AMOUNT)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(COMPANY)

\_\_\_\_\_  
(DATE)

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

(SEAL)

\_\_\_\_\_  
(NOTARY)

My Commission Expires:  
\_\_\_\_\_

**Additional Administrative Requirements  
Compliance with Support Order(s)**

Financial responsibility, integrity and accountability are essential for operating a business that services the public. Unpaid obligations are a social problem which threatens the welfare of children and increases the burden on taxpayers to provide social services. Due to the public's growing concern with non-paying parents, government initiatives to create additional, effective enforcement mechanisms are necessary. It is in the County's interest that all contractors doing business with Lucas County demonstrate financial responsibility and integrity and accountability.

All bidders **must submit** the **completed** "Compliance Affidavit For Businesses" with their bid. Once a lowest and best bidder has been determined and prior to award, this form will be submitted by Lucas County to the Child Support Enforcement Agency for certification of substantial compliance of court ordered and/or agency ordered child support of any individuals of the company who have twenty-five percent (25%) or greater vested interest in the company. If the individual is found to be not in compliance, said bidder will be notified that the individual is not in compliance and therefore the bidder/company/contractor is not in compliance and will have five (5) days to be in compliance from date of notification. Failure to comply will cause disqualification of the bidder's/company's/contractor's bid.

Bidders should contact Lucas County Child Support Enforcement Agency, 419-213-3106, regarding this requirement should they have questions.





LUCAS COUNTY SWEATFREE AFFIDAVIT

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_, ss:

Personally appeared before me the undersigned, as an individual or as a representative of

\_\_\_\_\_ for a contract for \_\_\_\_\_  
(Name of Entity (Type of Product or Service)

to be let by the Board of Commissioners, Lucas County, Ohio, who, being duly cautioned and sworn, makes the following statement with respect to the Lucas County Sweatfree Procurement Policy and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the business entity:

1. Name, physical address, phone number and contact persons for each production facility that will be involved in the production of goods or the provision of services.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. I have personal knowledge of the information contained in section 1 or I have obtained such information from any resale entity.

3. I understand my obligation to ensure that all applicable production facilities adhere to the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy.

4. I understand that if Lucas County, the State and Local Sweatfree Consortium, and/or an independent monitor find any of the production facilities listed above to be out of compliance with any of the provisions of Section IV of the Lucas County's Sweatfree Procurement Policy, and I fail to take all reasonable steps as specified by and/or its designee(s), I will be deemed out of compliance with the sweatfree code of conduct as defined in the Lucas County Sweatfree Procurement Policy.

5. I have furnished a copy of the sweatfree code of conduct as defined in Section IV of the Lucas County Sweatfree Procurement Policy to each production facility named in paragraph 1 and to each relevant subcontractor and I have instructed each subcontractor to furnish the code of conduct to each relevant production facility.

**BIDDER:**

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Sworn to before me and subscribed in my presence by the above named person this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

NOTARY PUBLIC: \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**SECTION B - SPECIFICATIONS & PRICING**

**Specifications for Lucas County Electronic Monitoring. All comprised of continuous signaling, with uninterrupted supplied monitoring service.**

**ELECTRONIC MONITORING BIDS:**

The following specifications are the minimum requirements to provide an electronic monitoring system for use in the Lucas County Court of Common Pleas, Electronic Monitoring Program.

**BIDS:**

Bids shall consist of a per day per offender cost for the lease of equipment and vendor supplied monitoring service. Anticipated minimum number of transmitter/field monitoring devices to be leased is seventy-five (75) units, of which there would be forty (40) RF units, ten (10) alcohol testing units, twenty (20) cellular units, five (5) Global Positioning System (GPS) units and two (2) Portable Receivers.

Each item listed under **GENERAL REQUIREMENTS, MONITORING BY VENDOR, CENTRAL COMPUTER, RECEIVER, TRANSMITTER, GPS REQUIREMENTS, CELLULAR REQUIREMENTS, REMOTE ALCOHOL UNIT, PORTABLE RECEIVER, INTERNET ACCESS, AND VENDOR PROFILE**, must be addressed individually in the body of the bid.

**CONTRACT PERIOD:**

The contract is to begin on or about January 1, 2013 and run through December 31, 2015, with two one-year renewals. The renewal options run from January 1, 2016 through December 31, 2016 and January 1, 2017 through December 31, 2017.

**CANCELLATION:**

The contract may be canceled by the County by giving 30 days written notice to the vendor.

**INVOICING:**

Invoicing is to be done on a monthly basis to Lucas County Court of Common Pleas, Electronic Monitoring Program, 1111 Madison Ave., Toledo, OH 43604-5537

**GENERAL REQUIREMENTS:**

1. The vendor must have quality systems and standards in place that conform to those of ISO 9001:2008 for Design, Production, Installation, and Servicing of Electronic Monitoring Products and Electronic Monitoring Services. The vendor must provide a copy of this certification with its response for all equipment listed in the bid.

2. No portion of this contract can be subcontracted out by the selected vendor.
3. The system must have the ability to provide uninterrupted, continuous signaling. The system must utilize one host for the RF, alcohol, cellular and GPS units.
4. The vendor must provide internet access that will allow County personnel the ability to access data from the monitoring center.
5. The system must monitor, check, and automatically verify that participants remain at their residence during specified time periods and will report unauthorized absences/late returns, and equipment malfunctions to a computer system at a central monitoring center.
6. The computer center must have the ability to make proper notifications to, and in any combination of the means chosen by, Lucas County Electronic Monitoring personnel. This includes via fax, text messaging, cell phone, email and/or telephone for all of the equipment listed in the bid.
7. The vendor must provide toll-free telephone lines for all communication to and from the offender's residence and the monitoring center.
8. The monitoring center must provide support, at no additional cost, for all participants. This support must be available, toll-free, 24 hours a day, 365 days per year and must not be supplied by a third party. This support must include equipment troubleshooting, client status checks, software questions, schedule changes, event interpretation, and updates in the event access to the internet is not available.
9. The monitoring devices must be capable of being securely attached the offender's wrist, or ankle. It must be shock proof, moisture proof and function under normal environmental conditions. The device must be small, lightweight, and not unduly restrict the activities of the participant.
10. All monitoring equipment, devices and accessories related to the system must be specifically designed for electronic house arrest purposes and not an adaptation of readily and/or commercially available equipment and products. The equipment should have no real or perceived open market value.
11. The vendor will be responsible for the shipping and insurance costs of all leased equipment.
12. The devices used will be capable of being installed by a county employee onto the participant's telephone line and onto the participant. Any tools necessary for the installation will be provided by the vendor at no additional cost.
13. The vendor will provide on-site training of any and all county employees who may be responsible for the use of the vendor's equipment.

14. The equipment to be offered in the bid must be the latest technology available from the manufacturer of the equipment. New equipment must be provided at the implementation of the contract.
15. The equipment will be upgraded by the vendor at no additional cost to the County as technology improves, so that to the best of the vendor's capability, the system remains "State of the Art Quality." Any additional training required to operate the upgraded equipment will be provided by vendor at no additional charge.
16. The vendor will agree to assume the costs of theft or damage to leased components. However, the Lucas County Electronic Monitoring Program will agree to assist in filing criminal charges against any program participant who steals or intentionally damages any equipment.
17. The vendor will agree to supply the Lucas County Electronic Monitoring Program a back up inventory of five (5) RF units, two (2) cellular units, one (1) alcohol monitoring unit and one (1) GPS unit at no cost for immediate replacement of malfunctioning devices in the field. The vendor will agree to fill any further need for additional equipment within twenty-four hours of the County's request.
18. In the event that the central monitoring center's computer is malfunctioning, the vendor will make immediate contact with Lucas County Electronic Monitoring Personnel, or other designee. The vendor must provide proof of contingent plans for movement of all monitoring activities to a back up monitoring system.
19. The vendor must agree to pay all associated travel costs for at least two county employees to visit their monitoring center annually.
20. The vendor must allow the agency the opportunity to test all equipment for at least one week at no cost.

**MONITORING BY VENDOR:**

1. A record of all data compiled during the offender's period of house arrest must be retained. If requested by Lucas County Electronic Monitoring personnel, the report will be printed at any time.
2. The vendor must have the capability of immediately and accurately confirming possible violations prior to notifying Lucas County of the situation.
3. The County must have the ability to set grace periods for certain violations. The grace periods must be customizable on a client-by client basis.
4. All reporting intervals will be determined by written request by Lucas County Electronic Monitoring personnel. Personnel must also have the ability to choose the level for any breakdown of its caseload and may further change the notification level at will. The vendor will adjust its policy to meet notification intervals desired by Lucas County.

5. The vendor will have a monitoring center which has been in continuous operation for at least three years and is currently providing services to other government agencies.
6. The vendor's monitoring center will be located in a physically secure location with control access limited to only those directly involved with operations.
7. The vendor's monitoring center will be equipped with spare computers and associated peripheral equipment.
8. The vendor's monitoring center staff will be exclusively devoted to providing electronic monitoring services for electronic monitoring programs.
9. The vendor's monitoring center will have a back up and a secondary power source for the following items:
  - (a) Power supply for immediate back up of complete operations during short term commercial power outages.
  - (b) Diesel generator supply for the entire monitoring center for long term commercial outages.
10. All calls to the monitoring center must be recorded with those recordings being available if the need arises. These calls must be retained for at least five years.
11. The vendor will supply, at the vendor's expense, an electronic monitoring expert to testify in court when requested by the Lucas County Electronic Monitoring Program.

**CENTRAL COMPUTER:**

1. The central computer station must be configured to monitor approximately 300 offenders and capable of expanding to handle messages from up to 1,500 offenders at any one time.
2. The central computer will have enough memory and storage capacity to allow it to handle approximately 350 receiver and transmitter units and be expandable to 1,500 units.
3. The system must have an automatic call back system capable of providing accurate verification of the participant's presence or absence. Time frame of callback will be programmable in intervals not to exceed 15 minutes.
4. The system must have a back up storage device and should be capable of accomplishing the back up tasks on a daily basis rapidly and easily.
5. The system will allow for multi tasks such as printing database updates, preserve client data, produce activity reports and equipment malfunctions.
6. The system will be capable of providing both on demand and on line automatic reports.

Reports will include, but are not limited to:

- (a) offender information and curfew schedules
  - (b) all offender activity for each 24-hour period
  - (c) late entries, leaving early, tampering with equipment, etc.
  - (d) GPS mapping
  - (e) alcohol monitoring readings
7. The system must be able to record an unlimited number of curfews, the dates and times the events actually occurred, as well as the time date that the information was received.
  8. Software programs must be protected against unauthorized modifications or deletions of data of any system participants. The program must not be accessible from a remote terminal in a manner that will allow computer "hackers" the ability to disrupt or modify the program.

**RECEIVER:**

1. The receiver/monitor will detect and immediately report to the central computer any attempts to simulate or duplicate the radio frequency signal.
2. The receiver/monitor will detect and immediately report to the central computer any attempts to tamper with the receiver itself, as well as telephone line and power failures and restoration.
3. The receiver/monitor will automatically report to the central computer if it is malfunctioning.
4. The receiver/monitor must be able to be matched with any transmitter in the agencies inventory.
5. The receiver/monitor will have back up battery power which allows for normal operation and retention of information for at least a thirty-six hour period in the event of a power and/or telephone failure and report the information immediately upon restoration.
6. The receiver/monitor must have the capability of storing in excess of 4500 messages in the event of telephone loss.
7. Equipment will have built in surge protectors.
8. The receiver/monitor must be capable of being attached the participant's telephone and telephone outlet using a standard RJ11 modular telephone connector jack. The system must also be compatible with touch tone or pulse telephone service.
9. The RF unit must have two internal antennas to increase the reception and decrease false out of range alerts.

10. The receiver/monitor has to be powered by 110 volt A.C. line current. The electrical cord must be at least ten feet in length and include an in-line transformer rather than a plug transformer.
11. The receiver/monitor must contain an internal clock and memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
12. The receiver/monitor needs to be capable of seizing a telephone line when not in use, and/or deliver courtesy "alert beeping tones" when in use, in order to initiate communications with the central computer system.
13. The receiver/monitor will be capable of receiving the radio signal from the participant's transmitter within the specified preset range without obstruction from metallic objects or interference from household electronic equipment. The preset range must be adjustable.
14. The receiver/monitor will pose no health or safety hazard to the participant or other family members and will function reliably under normal household environmental and atmospheric conditions.
15. The receiver/monitor will be capable of being installed and made operational by an officer following the written instructions provided by the vendor.
16. The receiver/monitor will automatically communicate with the central computer at preset intervals if no participant activity is detected. This will allow for status reports indicating that the equipment remains connected and functioning normally. The receiver/monitor shall have an adjustable callback time that can be customized by the agency on a client-by-client basis.

#### **RECEIVER /MONITOR FCC COMPLIANCE:**

The receiver/monitor must comply with all applicable Federal Communications Commission (FCC) regulations (Parts 15 and 68) and will be registered with the FCC. The vendor must provide the FCC registration number with this proposal.

#### **TRANSMITTER:**

1. The transmitter will be a radio frequency device. The signal will be uniquely coded to each participant on an individual basis.
2. The transmitter should have a signal that is detectable at a range of up to 150 feet and will be battery powered. The battery should operate continuously for up to one year without replacing.
3. The transmitter must be able to be matched with any receiver/monitor, GPS or cellular unit in the agencies inventory.
4. The transmitter should have two opposite polarity transmitting antennas to increase the reception of the RF unit.

5. The battery powering the transmitter must be replaceable without removing the transmitter from the offender's ankle or wrist.
6. The transmitter will emit a signal at least once every thirty seconds on a continuous basis during the life of the battery.
7. The transmitter will be designed to prohibit tracing or duplication of the signal. The transmitter must feature a redundant tamper detection scheme.
8. The transmitter must allow for automatic reset of tamper status.
9. The device must be capable of being securely attached to the participant in such a manner that efforts to tamper with or remove the device are detectable. The vendor will provide written instructions for the officer and any necessary tools for the attachment and removal of the device. Installation will take no more than ten minutes.
10. The transmitter must be shock resistant, water and moisture proof, and function reliably under normal atmospheric and human environmental conditions.
11. The transmitter must be small, lightweight and not pose either a health or safety hazard. It must not unduly restrict the activities of the participant.
12. The connecting strap must be hypo-allergenic.
13. The transmitter will transmit a tamper-alert signal when the attachment strap is cut or removed from the participant. If tampered with when away from the residence, the transmitter's tamper signal must still be present and recorded when the transmitter returns within range of the receiver.
14. The transmitter must be able to emit a low battery message which will provide agency personnel with ample time to replace it prior to the battery being completely exhausted.
15. The vendor shall supply all equipment necessary to attach the transmitter and all batteries at no additional charge. This includes but is not limited to: all straps, clips and rails.

**TRANSMITTER FCC COMPLIANCE:**

The transmitter must comply with all applicable Federal Communications Commission (FCC) regulations (Part 15) and will be registered with the FCC. The vendor must supply the FCC registration number with this proposal.

**GPS REQUIREMENTS:**

1. The vendor must be the Original Equipment Manufacturer.

2. The system, at a minimum, must electronically monitor the presence or absence at a specific location at a specified time. The system must consist of a continuous-signaling, radio frequency transmitter, GPS tracking unit and an RF unit.
3. The system must allow for RF monitoring in combination with GPS tracking and not rely solely on a GPS signal to determine whether or not a client is at their residence.
4. The system must use standard telephone lines and/or cellular communication between the RF unit and the central monitoring computer.
5. The transmitter must meet the same requirements as those listed under the Transmitter portion of these specifications
6. The RF unit must meet the same requirements as those listed under the Receiver portion of these specifications.
7. The system must have the ability to monitor the client while at their residence without use of the tracking device.
8. The tracking device must report a loss of GPS signal, and /or loss of the cellular signal.
9. The tracking unit should be durable, sturdy and able to function normally even after a four foot drop.
10. The tracking device must have the ability to detect any attempts to tamper with the device, the transmitter and/or the RF unit.
11. The tracking device must have the ability to provide notification of the client's whereabouts at least once every minute and continue to acquire the signal as the client travels about. Agency personnel must have the ability to set and/or change this rate through software interface.
12. The system must be active, capable of providing information in real time, and allow the agency the ability to access on demand information via the internet or from the providers technical support staff 24/7.
13. The system must provide notification when the client leaves the range of the tracking device. The grace period for this notification must be adjustable by the agency.
14. The range allowed between the transmitter and the tracking device must be adjustable.
15. The agency must be notified by the provider if the client leaves their residence and does not take the tracking device
16. The tracking device must have an internal battery that will power the unit for up to 20 hours when fully charged. The battery must be fully charged in six (6) hours or less.

17. The tracking device must report any transmitter tampers or transmitter low battery signals.
18. The tracking device must include an icon to display the batteries charge status.
19. The icons should also display when the GPS signal is lost, the transmitter is out of range and/or the battery is low. Agency personnel should be allowed to customize these settings through software interface.
20. The tracking device must have the ability to charge the internal battery from a car cigarette lighter (12 volt powered) charger, wall outlet and thru the RF unit.
21. The tracking device must detect a lack of motion to avoid unnecessary information when the device is not moving.
22. The tracking device must allow the agency the ability to send predefined, as well as on demand text messages to a client.
23. The tracking device must also be able to have the client acknowledge the receipt of the text.
24. The GPS system must have the ability to report violations in the same manner as RF monitoring.
25. The GPS equipment must allow the agency to customize equipment settings and violation notifications on a client-by-client basis.
26. The tracking device must store up to 50,000 events in memory.
27. The system must allow the agency to set up multiple geographic areas in which the client is prohibited and alert not only the agency but the client as well of any violation.
28. The system must also allow the agency to set up multiple geographic areas in which the client must remain during specified hours and alert not only the agency but the client as well of any violations.
29. The agency must be able to create these zones in any shape and size.
30. The software should be able to display an address simply by clicking on the map and provide latitude and longitude GPS points.
31. The agency must be able to view and/or print maps detailing a client's movements for any specified time frame. Reports must provide time, speed, direction, number of satellites and address of all data points collected. The agency should be able to zoom in and out, fast forward and rewind the mapping report.
32. GPS software must be accessible from the Internet and may not require software besides Internet Explorer 5.5 or higher. The vendor must provide each officer a login ID and security password to allow the agency the ability to modify the caseload.

33. Agency personnel must be able to transfer client caseloads between officers.

**GPS FCC COMPLIANCE:**

The GPS system must comply with all applicable Federal Communications Commission (FCC) regulations (Parts 15, 47 FCR part 2 sub-part J and 68) and will be registered with the FCC. The vendor must provide the FCC registration number with this proposal.

**CELLULAR UNIT:**

1. The systems telecommunications shall use the Code Division Multiple Access (CDMA) network.
2. The cellular system shall be capable of communicating with the central computer using the CDMA network.
3. The receiver/monitor shall indicate the status of the power and cell signal strength.
4. The receiver/monitor must have motion and tamper detection capabilities.
5. The receiver/monitor shall have dual internal antennas that will maximize its ability to detect the transmitter signal.
6. The receiver/monitor shall indicate that it is detecting the signal from the transmitter.
7. The receiver/monitor shall have an adjustable callback time that can be customized by the agency on a client-by-client basis.
8. The receiver/monitor will have back up battery power which allows for normal operation and retention of information for at least a thirty-six hour period in the event of a power and/or telephone failure. It must also report the information immediately upon restoration.
9. The receiver/monitor must contain an internal clock and memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
10. The receiver/monitor will be capable of being installed and made operational by an officer following the written instructions provided by the vendor.

**REMOTE ALCOHOL UNIT:**

1. The alcohol monitoring unit must consist of a transmitter that is worn by the offender that can detect alcohol consumption 24 hours a day, and a receiver/monitor that detects the transmitter's signal and reports all data to the central computer.
2. The transmitter should be capable of testing for alcohol regardless of the offender's location.

3. Agency staff must be able to adjust the frequency of the alcohol testing on a client-by-client basis.
4. Transmitter must be waterproof, shock resistant and contain tamper detection capabilities.
5. The transmitter must be battery powered with a battery that lasts at least six months without needing replaced.
6. The transmitter must be able to generate a low battery warning that gives ample time to replace the battery before it becomes completely exhausted.
7. The receiver/monitor must connect to the offender's home electric service and contain a back up battery that allows for normal operation and retention of information for at least a thirty-six hour period in the event of a power and/or telephone failure. It must also report the information immediately upon restoration.
8. The receiver/monitor must be capable of being attached the participant's telephone and telephone outlet using a standard RJ11 modular telephone connector jack. The system must also be capability with touch tone or pulse telephone service.
9. The receiver/monitor must have tamper detection capabilities.
10. The receiver/monitor must contain an internal clock and memory to store and time stamp data in the event that telephone communication with the central computer is disrupted.
11. The receiver/monitor will be capable of being installed and made operational by an officer following the written instructions provided by the vendor.

**REMOTE ALCOHOL UNIT FCC COMPLIANCE:**

The alcohol unit must comply with all applicable Federal Communications Commission (FCC) regulations (Parts 15, 47 FCR part 2 sub-part J and 68) and will be registered with the FCC. The vendor must provide the FCC registration number with this proposal.

**PORTABLE RECEIVER:**

1. The portable receiver must be hand-held and capable of being utilized in an automobile.
2. The portable receiver must be lightweight and easy to use.
3. The portable receiver must receive signals from a transmitter at a range of up to 300 feet.
4. The portable receiver must be both short whip antenna and a magnetic roof mountable antenna, measuring from 6" to 9" in length.
5. The portable receiver must have the capability to effectively store up to 250 transmitter events and record the time and date of each.

6. The portable receiver must have the capability to be downloaded to an agency PC and printed.
7. The portable receiver must have a battery that lasts for at least 8 hours and is capable of operating from a cigarette lighter (12 volt powered).
8. The unit must be able to detect and record transmitter low batteries and tampers.

#### **INTERNET ACCESS:**

1. The vendor's system must provide secured Internet access that will allow each officer a login ID and security password. Officers must be allowed to review client information, enroll clients, create and edit schedules, view event histories, and view or print reports at their convenience.
2. The Internet access must allow agency personnel to view their client's current status, whether active or inactive.
3. The Internet access must allow the agency to view alarm incidents and alert reports.
4. The system must report and display events in real time.

#### **VENDOR PROFILE:**

This section of the proposal is designed to establish that the vendor has the ability and experience to operate the program as described. The following information must be provided:

#### **EXPERIENCE IN CORRECTIONS:**

1. A minimum of ten years experience in corrections is required.
2. The vendor must list, in the spaces provided on the Bid Proposal Form, a minimum of five Criminal Justice Programs, as well as contact persons and telephone numbers where the vendor's system has been successfully functioning for the past five years. Included must be the type of equipment being used and length of time under contract.

#### **FINANCIAL STABILITY:**

1. Two financial statements, including the most recently audited report must be provided with this proposal by the vendor.
2. The vendor will demonstrate that it has the financial and physical capability to expand the scope of the program on short notice and in the future.

#### **COMMITMENT TO CUSTOMERS:**

1. Vendor must provide a dedicated account management group.
2. Vendor must provide a dedicated technical support group.
3. Vendor must provide a 24-hour help line.
4. Vendor must describe its training program and submit a sample training agenda and handout materials.
5. Vendor must have the capability of offering initial/continuous installation programs.

**CORPORATE STRUCTURE:**

1. Type of organization (individual, partnership or corporation)
2. Corporate name, if applicable.
3. Date incorporated/organized.
4. State incorporated/organized.
5. Federal employer's identification number.

**HISTORY OF COOPERATION:**

1. Vendor must be capable of assisting with the development of the agency programs and relevant policies and procedures.
2. Vendor must list its correctional memberships.

**SECURITY:**

1. Vendor's field equipment must incorporate dual tamper technology.
2. Vendor's redundant monitoring must be staffed 24 hours per day, 365 days per year with certified operators.
3. Vendor must offer redundant telephone systems.
4. Vendor must offer immediate back up systems.
5. Vendor must allow the viewing of its disaster recovery plans.

**SERVICE AND MAINTENANCE:**

1. Vendor must provide on-call maintenance and be able to provide technical service.

2. The maximum turn around time on replacement of inoperative equipment by the vendor is 24 hours from the time of the agency request.
3. The vendor must provide a one-year warranty against manufacturer's defects.

**TRAINING:**

1. The vendor will provide three to five days of on-site training to employees associated with the program.
2. The vendor must provide training manuals and/or user manuals, as well as installation guides and video tapes to the offender upon initial training.



**SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA**



**ADDITIONAL RESPONSE AREA**

## IMPORTANT NOTE

Due to heightened security at One Government Center, if your bid is to be delivered to the bid-opening site by other than US Mail, UPS or Federal Express, **you must complete, print and attach this label to the front of the container holding your document. Note: Upon entering One Government Center, you will be required to show a photo ID.**

Formal bid to: Lucas County Support Services  
One Government Center, Suite 480  
Toledo OH 43604-2247

Item for bid \_\_\_\_\_

Invitation to Bid No. or Request for Proposal No. \_\_\_\_\_

Date of Bid Opening \_\_\_\_\_

Bid Opening Time \_\_\_\_\_

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