



LUCAS COUNTY OHIO

INVITATION TO BID

NORTEL TELEPHONE SYSTEM MAINTENANCE & SERVICE AGREEMENT

TELECOMMUNICATIONS

14-004P

COUNTY AGENCY

BID NUMBER

MARCH 4, 2014 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 the **Nortel Telephone System Maintenance & Service Agreement for the time period of 3 years with 3, 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 **March 4, 2014 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 arising under this ITB and subsequent contract.

2.0 Bid Opening

The bid opening is scheduled for **March 4, 2014 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
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No Pre-Bid Conference is scheduled for this ITB.

5.0 Prevailing Wage

<input type="checkbox"/>	Applicable if box is checked
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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 **3 Years with 3, 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.

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: _____

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

Section B

SPECIFICATIONS AND PRICING SHEET

General Information

Nortel Telephone System Maintenance & Services Specifications

1. The intent of Lucas County is to solicit quotes from authorized Avaya channel partners/service organizations for maintenance and reporting services associated with supporting a county-wide Nortel telephone system. The resulting contract will be for a term of three (3) years with the three (3) one (1) year renewals. The renewals will be at the discretion of Lucas County to accept or decline at the end of each term. Lucas County is determined to select a qualified Nortel maintenance provider to begin services upon approval by the Board of Lucas County Commissioners.
2. Lucas County installed a Nortel enterprise telephone system in 1997. The system currently consists of two CS1000M each serving as a hub. A private fiber WAN and T1s provided by Buckeye TeleSystem connect 12 locations equipped with remotes to the CS1000M. T1s also connect 4 locations equipped with CS1000E. Three of the CS1000E systems are equipped with CallPilot Rel 5.0. The 4th CS1000E site utilizes the Call Pilot at the host CS1000M. Two Call Pilot systems serve as centralized voice mail systems. Aura 6.0 is located at the 2 hub CS1000M sites to serve several call centers.
3. The entire system has been covered under maintenance since its initial installation.
4. This is to be bid as a complete package. The services will not be separated and awarded to multiple vendors. If you are unable to provide the entire package your proposal will be eliminated from consideration.
5. There are 24 separate locations that are equipped with telephone switching equipment. Several locations are scattered around Lucas County while most are within the Toledo area.
6. The systems are equipped with a total of 4,712 station ports. There are a total of 3,540 configured station ports.
7. The bidder's company must demonstrate that it is qualified to provide these services and currently provides similar services to comparable size customers in the area.
8. The bidder will provide references so we can verify your customer's satisfaction with your work. Failure to provide reference accounts will eliminate your proposal from consideration.
9. The bidder will show your employees' qualifications to perform the required services including documentation of being a authorized Avaya dealer.
10. Lucas County is not looking for suggestions or recommendations to change the configuration of the systems.
11. The bid price will be expressed in your monthly charge per configured station port. This configured station port charge will include all of the costs associated with your services.
12. The total invoice for each month will consist of the configured station port charge times the number of configured station ports at the end of that month.
13. Your configured station port charge will remain constant throughout the term of the contract regardless of the number of configured station ports added or deleted.
14. Lucas County may add or remove locations at any time during the contract. Lucas County will purchase the equipment for new locations unless equipment is available from Lucas County's spare inventory. Equipment removed from locations will remain property of Lucas County and will be placed into inventory maintained on site by the vendor.
15. Attendant consoles are to be covered and are listed in the following specifications under One Government Center and Jobs and Family Services.
16. Digital telephones and analog telephones are not included in this bid. However the vendor's technicians will provide installation and repair of these items using Lucas County supplied equipment.
17. The Lucas County Commissioners reserve the right to elect, at their discretion, to provide their own maintenance personnel to perform moves, adds and changes, as well as the repair maintenance from the MDF in the Telecommunications Wiring Closet to, and including, the station equipment. All other repair maintenance shall be responsibility of the vendor.

Specifications

Part 1 - Maintenance

The Bidder will furnish all of the materials, supplies, tools, equipment, labor and other services necessary for the performance of the services described herein.

1.01 Bidder Profile

- A. Company Name
Address
Contact
Telephone Number
E-Mail Address
Fax Number
Provide most recent annual report or equivalent
- B. Year in which company was founded:
- C. Is company wholly owned? If not, state parent company:
- D. Gross sales of the company's last fiscal year
- E. Authorized Avaya Reseller or Contracted Avaya Reseller
- F. Specify Avaya Partner Designation
- G. State the company's number of facilities located within a 50-mile radius of Lucas County that can provide parts
- H. State the company's number of facilities located within a 50-mile radius of Lucas County that can provide qualified repair labor
- I. State the location of the facility that will be responsible for servicing Lucas County
- J. History and Opening date of local Serving Maintenance Center
- K. Serving Maintenance Center distance from downtown Toledo (miles)
- L. Profile of proposed Maintenance Personnel (name, title, experience, training, certifications, etc.) Identify those that will be available to begin work at Lucas County when the contract is awarded? This is a permanent dedicated personnel for the life of the contract as a direct employee for your company. Proposals that provide maintenance, moves, adds and change services through a third party will be eliminated from consideration.
- M. The Bidder must include complete reference lists of locally installed systems. Include the following information for all reference accounts:
 - Company Name and Address
 - Contact Name and Title
 - Contact Telephone Number
 - Installation Date
 - System Type
 - Total system size
 - Equipment Manufacturer
 - How long your company has been providing maintenance & reporting services
- N. A list of other Bidder's major installations of similar size and function.

- O. Describe your trouble reporting process
- P. Describe your escalation process
- Q. Describe in detail your transition plan and timeframes for your company to provide all services listed in these specifications
- R. If you intend to initially place a temporary, trained and proficient technician on-site explain your process to hire a permanent trained and proficient technician. How long do you anticipate the process will take?
- S. Provide your backup technician coverage if your regular dedicated on-site technician is ill or unavailable for any reason.

1.02 - Services

The Bidder is to provide the following services included in the Basic Bid cost. Respond to each item individually.

- A. An on-site technician trained and proficient in the following areas is required to begin work immediately after the contract is awarded. The technician will be a direct employee of your company, not a contractor. Please explain how your company will accommodate these requirements.
 - i. Required areas of technician training & proficiency include system and component repair, maintenance and administration of the following:
 - 1. CS1000
 - 2. Call Pilot & Networking
 - 3. Aura Contact Center 6.2, ACD Agent phones
 - 4. Fiber & T1 Networking
 - 5. Locator ID
- B. A dedicated Billing and Administrative Liaison. This person will coordinate all call accounting database and report changes with move, add and change work orders provided by the technician. They will prepare and deliver call accounting and management reports to Lucas County by the 20th of the month for the previous month's activity. All billing issues will be handled by the Billing and Administrative Liaison.
- C. When not performing system maintenance the technician will perform moves, adds, changes and repairs. A technician will be on-call during all non-business hours at no additional cost to respond to trouble calls initiated by Lucas County or electronically via your surveillance center.
- D. When conditions require and with the approval of Lucas County, an additional technician, as needed, for system moves, adds, changes and repairs, at no additional cost up to 2,080 man-hours per year. For a major outage the additional technician must be available to be on-site within **two** hours of the request, or three hours for all other activity.
- E. When routine moves, adds, changes or preventive maintenance work is deemed to be disruptive to the normal operation of a department or facility, the work will be performed after hours at no additional cost to Lucas County.
- F. Describe what Lucas County should expect to pay additional labor charges for beyond the requirements listed in these specifications.
- G. Hardware and Software Application Maintenance, including all parts and labor costs of Nortel Switches (excluding telephone sets), Call Pilot systems, Application Servers (Call Pilot, Aura Contact Center 6.2), Fiber and T1 Network Interfaces, UPS and Rectifiers (excluding batteries).
- H. Network connectivity. Lucas County will contract for local access and long distance services separately, but the maintenance vendor will pay the monthly invoices. See section 1.03 Network.
- I. Perform feature and configuration changes.
- J. Circuit order initiation and administration.

- K. User number assignments
- L. Maintain and submit Internal Directory information for Lucas County to publish
- M. Administer Call Accounting System
- N. Administer and provide monthly billings for departments
- O. Administer Voice Mail system
- P. Administer Contact Center system
- Q. Administer Locator ID system
- R. Administer new or additional applications installed during the contract period
- S. System design support, project management and ongoing user training
- T. Moves, adds, changes and repair labor
- U. Maintain Lucas County telecommunications inventory of hardware, software and network configuration
- V. Provide monthly management and usage reports to Lucas County
- W. Technician will attend planning meetings related to significant moves, adds and changes
- X. Technician, billing administrative liaison and vendor management will attend a monthly or quarterly (at Lucas County managements discretion) status meeting to review the vendor's performance and plan future activities.
- Y. Provide an adequate inventory of spare parts on site and at a local site to perform all repairs. Please describe your inventory and storage plan. Where will your spare equipment be kept?
- Z. 24-Hour 365 day on call repair including material & labor
- AA. Complete remote surveillance and monitoring utilizing site event buffers that are monitored 24 hours by 365 days by a surveillance center that will dispatch a technician as needed to resolve reported issues. Your company will provide the site event buffers.
- BB. Guaranteed two hour continuous-effort response time on major outages*
- CC. A preventative maintenance schedule. List your planned preventative maintenance activities and their frequency.
- DD. Coordination with network vendors of all trunk and line issues, including ISDN PRI, T1 and POTS lines
- EE. Software backup of Nortel switches, call pilot voicemail systems, Aura Contact Center 6.2. Provide your anticipated backup schedule.
- FF. Provide call collector buffer boxes at all sites necessary to provide call accounting and management reports. The current requirement is six locations. The boxes must be sized to accommodate the call volume at each location. If a site's volume increases and a box with greater capacity is required, it will be replaced with a larger capacity box at no additional cost to Lucas County. The seven locations have the following approximate number of billable/reported records per month, however each switch generates many non-billable records.
 - Monthly Billable/Reported Records
 - a. Location 1 - 200,000
 - b. Location 2 - 100,000

- c. Location 3 - 2,000
- d. Location 4 - 4,000
- e. Location 5 - 7,000
- f. Location 6 - 2,000

GG. Other telephone-related tasks as required by Lucas County

*A Major Outage means a malfunction consisting of one or more of the following conditions:

- 1. Complete failure of the system or network, meaning no incoming or outgoing communications or connectivity to or from Lucas County's premise;
- 2. No internal communications or functionality within the system;
- 3. Severe loss of network operation or severely impaired network performance for a sustained period of time;
- 4. An inoperative attendant console;
- 5. The failure of any Lucas County site/inability to make or receive calls from any Lucas County site;
- 6. Inoperative applications server including voice messaging or contact center
- 7. 20% of all telephones out of service at a Lucas County site; or
- 8. 20% of all trunk circuits (channels) out of service at a Lucas County site.

1.03 Network

- A. The bidder will pay for all local access trunks associated with the switching system.
Current monthly Buckeye TeleSystem charge = \$9,109
- B. The bidder will pay for all tie trunks connecting remote locations to the CS1000 hub locations.
Current monthly Buckeye TeleSystem charge = \$6,166
- C. The bidder will pay the monthly fee for 911 Locator ID service.
Current monthly AT&T charge = \$231

1.04 Management & Billing Reports

- A. Monthly reports will be delivered on CD ROM
- B. Reports will include (Sample reports attached):
 - 1. Division Summary Report
 - 2. Department Summary Report
 - 3. Extension Detail Report
- C. Lucas County will provide pricing for local, long distance and information reporting.
- D. Lucas County will provide the equipment charge per station for information reporting.
- E. Your company will provide appropriately sized call collector boxes and call accounting services. Your company will provide this service to poll the boxes, generate the reports and distribute the reports to Lucas County on CD ROM. Explain how you intend to perform the service and provide the reports required by Lucas County. This service may be provided by a third party.
- F. The Billing and Administrative Liaison will receive move, add and change work order information from your technician and update the call accounting information.
- G. The Billing and Administrative Liaison will receive and make database corrections with information provided by Lucas County telecommunications personnel.

- H. The Billing and Administrative Liaison will prepare and deliver call accounting and management reports to Lucas County prior to the 20th of the month for the previous month's activity.
- I. The proposal per port charge will include the cost of Avaya Partner Assurance Software Support "PASS" for the term of the contract.

Lucas County - Division Summary

Lucas County - E911
2144 Monroe Street Toledo OH

Report Date : 2013-12-01 to 2013-12-31

Print Date 2014-01-

Division: 911

Department	Out	Duration	Avg. Dur.	Longest	Cost	Eq. Cost	Total Cost
911	740	33:40:24	00:02:38	02:53:18	2.71	572.00	574.71
	740	33:40:24	00:02:38	02:53:18	2.71	572.00	574.71

Lucas County - Department Summary

Lucas County - E911
2144 Monroe Street Toledo OH

Report Date : 2013-12-01 to 2013-12-31

Print Date 2014-01-

Division: 911
Department: 911

Name	DN	Out	Duration	Avg. Dur.	Longest	Cost	Eq. Cost	Total Cost
BOYD, BOB	6517	6	00:05:30	00:00:47	00:02:42	0.00	22.00	22.00
ROCK, GARY	6530	39	01:51:48	00:02:47	00:14:06	0.00	22.00	22.00
LORENC, DIAMOND	6531	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
THOMAS, JOANN	6532	110	04:39:24	00:02:31	00:11:38	0.09	22.00	22.09
KLAVINGER, DANI	6533	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
BONFIGLIO, GREG	6534	15	00:47:30	00:02:58	00:09:52	0.05	22.00	22.05
COLE, DENNIS	6535	32	01:27:24	00:02:38	00:20:20	1.34	22.00	23.34
HELP DESK, ES	6536	9	00:05:36	00:00:33	00:02:06	0.00	22.00	22.00
ROOM, COMPUTER	6537	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
KLAVINGER, ERIC	6538	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
BAYES, MIKE	6539	53	02:29:00	00:02:45	00:36:58	0.12	22.00	22.12
WATKINS, WILLIAM	6544	66	01:16:36	00:01:08	00:08:36	0.00	22.00	22.00
ROOM, CNF	6549	27	01:42:24	00:03:39	00:15:22	0.22	22.00	22.22
FAX, JEANNIE	6552	26	01:20:48	00:02:59	00:21:50	0.04	22.00	22.04
PHONE, ELEVATOR	6553	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
JACKSON, JOSHUA	6554	294	12:38:54	00:02:34	02:53:16	0.00	22.00	22.00
TRAINING, VIPER TPD	6558	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
ROOM, CNF.	6561	2	02:19:18	00:48:26	01:48:42	0.00	22.00	22.00
REAMEY, DAVID	6562	47	02:14:00	00:02:47	00:21:16	0.26	22.00	22.26
ROOM, TRAINING	6567	6	00:32:24	00:04:37	00:11:20	0.58	22.00	22.58
ADMINISTRATION, 911	6568	2	00:02:36	00:00:52	00:02:06	0.00	22.00	22.00
TRAINING, VIPER LSO	6569	1	00:00:06	00:00:03	00:00:02	0.00	22.00	22.00
FAX IN, EOC	6586	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
FAX OUT, EOC	6587	1	00:00:24	00:00:12	00:00:20	0.01	22.00	22.01
FLOOR FAX, COMM	6588	0	00:00:00	00:00:00	00:00:00	0.00	22.00	22.00
MODEM, COMPUTER ROO	6596	4	00:06:42	00:01:20	00:01:52	0.00	22.00	22.00
		740	33:40:24	00:02:38	02:53:16	2.71	572.00	574.71

Lucas County - Detail

Lucas County - E911
2144 Monroe Street Toledo OH

Report Date: 2013-12-01 to 2013-12-31

Print Date: 2014-01-13

Division: 911
Department: 911
Name: BOYD, BOB
DN: 6517

Email:

Date	Time	Location	Digits	Duration	Cost	Route	Comment
2013/12/02	14:01	TOLEDO OH	419 245-3289	00:00:30	0.00	LOC	Inter-State
2013/12/02	14:03	TOLEDO OH	419 245-3247	00:01:00	0.00	LOC	Inter-State
2013/12/02	16:50	TOLEDO OH	567 868-6847	00:00:18	0.00	LOC	Inter-State
2013/12/09	11:26	TOLEDO OH	419 245-3289	00:00:48	0.00	LOC	Inter-State
2013/12/12	10:34	TOLEDO OH	419 245-1122	00:02:42	0.00	LOC	Inter-State
2013/12/16	14:18	TOLEDO OH	419 936-2000	00:00:12	0.00	LOC	Inter-State
SUB-TOTAL		6		00:05:30	0.00		

Cost 0.00

DN Charges 0.00
Equipment Charges: 22.00
Total DN Charges 22.00

B.

Jobs & Family Services, 3210 Monroe St., Toledo, OH 43606

JFS (CS1000/Call Pilot/CC6)

Description	Quantity
ADTRAN T1 ESF CSU ACE W/POWER SUPPLY	10
Switch Ethernet 10/100 Mbps Managed Layer 2 8-Port With 1 Gigabit Uplink Ports ES-2108-G Zyxel	1
CCM 6.0 Nodal Base System Aura	1
CC Stand. VoiceAgt. Inc. 50-99 Aura	80
CC Switch Type - M1/CS1000 Aura	1
Call Pilot Server	1
Aura Server	1
PBX Ports	
	Quantity
"Switch Only" Station Ports	1,520
T1 / PRI	10
PBX Voicemail Ports (exc CP w/UM)	16
Attendant Consoles	4
Printers & Terminals	4
Configured Station Ports	927

T1 Remote Locations

Auto Title, 3034 Navarre, Oregon, OH 43616

Auto Title, 1600 Madison, Toledo, OH 43604

Western Lucas County Clinic, 330 Oak Terrace, Holland, OH 43528

Wastewater Treatment, 5758 N. River Rd., Waterville, OH 43566

Fiber Remote Locations

Correctional Treatment Center, 1100 Jefferson, Toledo, OH 43604

The Source, 1301 Monroe St., Toledo, OH 43604

D.

E911, 2144 Monroe St., Toledo, OH 43604

E911 (CS1000/CallPilot 600r)

Description		Quantity
ADTRAN T1 ESF CSU ACE W/POWER SUPPLY		1
Switch Ethernet 10/100 Mbps Managed Layer 2 8-Port With 1 Gigabit Uplink Ports ES-2108-G Zyxel		1
Call Pilot Server		1
PBX Ports		Quantity
	"Switch Only" Station Ports	96
	T1 / PRI	1
	PBX Voicemail Ports (exc CP w/UM)	4
	Printers & Terminals	2
	Configured Station Ports	86

E.

Facilities, 1819 Canton, Toledo, OH 43604

Facilities (CS1000/CallPilot 600r)

Description	Quantity
ADTRAN T1 ESF CSU ACE W/POWER SUPPLY	1
Switch Ethernet 10/100 Mbps Managed Layer 2 8-Port With 1 Gigabit Uplink Ports ES-2108-G Zyxel	1
Call Pilot Server	1
PBX Ports	
	Quantity
"Switch Only" Station Ports	80
T1 / PRI	1
PBX Voicemail Ports (exc CP w/UM)	4
Printers & Terminals	2
Configured Station Ports	25

F.
**Sanitary Engineers, 1111 S. McCord, Holland, OH 43528 and
 Engineer & Engineer Road Maintenance, 1049 S McCord,
 Holland OH 43528**

Sanitation (CS1000/CallPilot 600r)

Description		Quantity
ADTRAN T1 ESF CSU ACE W/POWER SUPPLY		1
Switch Ethernet 10/100 Mbps Managed Layer 2 8-Port With 1 Gigabit Uplink Ports ES-2108-G Zyxel		1
Call Pilot Server		1
PBX Ports		Quantity
	"Switch Only" Station Ports	128
	T1 / PRI	1
	PBX Voicemail Ports (exc CP w/UM)	4
	Printers & Terminals	2
	Configured Station Ports	106

1.06 Purchase Discount

- A. Lucas County may elect to purchase equipment for expansion or additional locations from the Bidder. What percent discount from the manufacturer's list price will the Lucas County receive? If different discounts will be provided for different categories, please specify.

Pricing Sheet

Required Quotation

Calculate the monthly, configured station port charge based upon the specifications defined in this entire document, including the following key areas:

1. Comprehensive 24 hour 365 day Maintenance of Lucas County Telecommunication Systems
2. On-site Technician assigned exclusively to Lucas County during Lucas County business hours, permanent dedicated personnel for the life of the contract as a direct employee for your company
3. Dedicated Billing and Administrative Liaison
4. Vendor pays network invoices
5. Call Accounting, Management and Billing Reports
6. Number of configured station ports currently equals 3,540
7. Avayas Partner Assurance Software Support "PASS" for the term of the contract

The bid will be expressed in your monthly charge per configured station port. This configured station port charge will include all of the costs associated with your services. The total invoice for each month will consist of the configured station port charge times the number of configured station ports at the end of that month. Your configured station port charge will remain constant throughout the term of the contract regardless of the number of configured station ports added or deleted.

Initial three (3) year term	Monthly Configured Station Port Charge \$_____
1 st Renewal option	Monthly Configured Station Port Charge \$_____
2 nd Renewal option	Monthly Configured Station Port Charge \$_____
3 rd Renewal option	Monthly Configured Station Port Charge \$_____

SECTION C -EXCEPTION AND ADDITIONAL RESPONSE AREA

LUCAS COUNTY BOARD OF COMMISSIONERS
INVITATION TO BID (ITB) 14-004P

TERMS AND CONDITIONS
NORTEL TELEPHONE SYSTEM
MAINTENANCE & SERVICE AGREEMENT

ADDITIONAL RESPONSE AREA

SECTION D - STANDARD CONTRACT

AGREEMENT

Lucas County Form

THIS AGREEMENT, made the _____ day of _____, 20__, in Toledo, Lucas County, Ohio, by and between the Board of County Commissioners, Lucas County, Ohio, hereinafter called "COUNTY" and _____ hereinafter called the "SERVICE PROVIDER".

WITNESSETH:

WHEREAS, the COUNTY and the SERVICE PROVIDER mutually desire to contract with each other for the purpose of (insert project / service and participating departments through host department).

Now, Therefore, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: SCOPE OF WORK

The "SERVICE PROVIDER" agrees to provide services for (insert Department) as addressed in the specifications for (insert name of project) and incorporated herein as exhibit A.

ARTICLE TWO: SCHEDULE OF PAYMENTS

To compensate the SERVICE PROVIDER for services rendered, the COUNTY agrees to pay the SERVICE PROVIDER *an estimated annual amount of (insert amount). Funding will be provided by (insert department name).

Invoice(s) by the SERVICE PROVIDER should be submitted to the attention of (insert contact name and department).

ARTICLE THREE: TERM

The term of this Agreement shall commence (insert date) through (insert date).

*this is an estimate, the actual dollar amount may vary

ARTICLE FOUR: TERMINATION

This Agreement may be terminated by either party upon notice, in writing, delivered upon the other party 30 days prior to the effective date of termination. Also, this Agreement may be terminated by the County upon thirty (30) days written notice to the Service Provider if the Service Provider is in default of it's obligations hereunder and such default has not been cured or the Service Provider has not diligently taken action to cure such default within ninety (90) days

after the Service Provider's receipt of written notice specifying such defaults.

Notwithstanding the above, the SERVICE PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Agreement by the SERVICE PROVIDER; and the COUNTY may withhold any compensation to the SERVICE PROVIDER for the purpose of set-off until such time as the amount of damages due the COUNTY from the SERVICE PROVIDER is agreed upon or otherwise determined.

ARTICLE FIVE: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the SERVICE PROVIDER from obtaining and working under an additional contractual arrangement with other parties aside from the COUNTY, assuming that the contractual work in no way impedes the SERVICE PROVIDER'S ability to perform the services required under this Agreement. The SERVICE PROVIDER warrants and represents that at the time of entering into the Agreement it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will conflict with or impede its ability to perform the required services under this Agreement.

ARTICLE SIX: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the SERVICE PROVIDER without the prior written approval of the COUNTY.

ARTICLE SEVEN: GOVERNING LAW

This agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the law of Ohio.

ARTICLE EIGHT: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representatives or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by instrument, in writing, executed by the parties to this Agreement.

ARTICLE NINE: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this Agreement or the

application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

ARTICLE TEN: COMPLIANCE

The SERVICE PROVIDER agrees to comply with all applicable federal, state and local laws in the conduct of work hereunder. The SERVICE PROVIDER accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the SERVICE PROVIDER and all employees engaged by the SERVICE PROVIDER for the performance of the work authorized by this Agreement.

ARTICLE ELEVEN: NON-DISCRIMINATION

During the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. The SERVICE PROVIDER will take affirmative action to ensure that employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff, or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The SERVICE PROVIDER, or any person claiming through the SERVICE PROVIDER, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything to this Agreement, or in reference to any contractors or subcontracts of said SERVICE PROVIDER.

ARTICLE TWELVE: INDEMNIFICATION

The SERVICE PROVIDER agrees to protect, defend, indemnify and hold the COUNTY, its officers, employees and agents, free and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and character arising out of or in connection with any acts or omission of the SERVICE PROVIDER, negligent or otherwise, and its employees, officers, agents or independent contractors. The SERVICE PROVIDER agrees to pay all damages, costs and expenses of the COUNTY in defending any action arising out of the aforementioned acts or omissions.

ARTICLE THIRTEEN: CONFIDENTIALITY

This Agreement establishes a relationship of qualified service so that the transfer of any client information necessary to the service function may be exchanged without additional signed consent.

ARTICLE FOURTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the SERVICE PROVIDER in the conduct of the provisions of this Agreement. The SERVICE PROVIDER shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board of Lucas County Commissioners.

ARTICLE FIFTEEN: AGREEMENT DOCUMENTS

The term "Agreement" means and includes the following:

- A. Exhibit A - Service Provider's Bid or Proposal

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have hereunto set their hand on
this _____ Day of _____, 20_____.

ATTEST:

SERVICE PROVIDER:

Signature

(Please Print Name & Title)

Address

City/State/Zip

Tax I.D. or S.S. No.

APPROVAL AS TO FORM:

Julia Bates
Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
Commissioners
Lucas County, Ohio

By: _____
Asst. Prosecuting
Attorney

Carol Contrada, President

Date

Tina Skeldon Wozniak

Pete Gerken

APPROVED AS TO CONTENT:

Signature: (insert department representative
Name)

Resolution Number: (insert reso #)

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 _____