



HAMILTON COUNTY PURCHASING DEPARTMENT

Purchasing Department

138 East Court Street, Room 507
Cincinnati, Ohio 45202
Phone: (513) 946-4355
Fax: (513) 946-4335

Assistant County Administrator:
Christian Sigman**County Administrator:**
Patrick Thompson**Director of Purchasing:**
Amy B. Hoh, CPPO**Board of County Commissioners:**
David Pepper
Todd Portune
Gregory Hartmann

DATE OF ISSUANCE: **October 30, 2009****INVITATION TO BID (ITB) NUMBER:** **ITB 095-09****INVITATION TO BID (ITB) NAME:** **CMS Network Goods & Services Re-Bid**

BID ENDING DATE:	November 19, 2009
Deadline for Receiving Final ITB Questions:	November 10, 2009
Deadline for Receiving Final ITB Answers:	November 13, 2009
Date of Pre-Bid Conference: • Time: • Location:	N/A
SMALL BUSINESS GOAL:	0%

Sealed proposals will be received at the Hamilton County Purchasing Department, Room 507, 138 East Court Street, Cincinnati, Ohio 45202, until 11:00 AM on the date listed above and will be read at that time. The **Public Opening of bids will be held in conference room A.** Proposal forms, specifications, etc. may be obtained upon application at the Purchasing Department, or they may be electronically retrieved by accessing the following web site: <http://www.hamilton-co.org/purchasing/>.

BID AND PERFORMANCE BONDS

A surety, in the form of a bond, cashier's check, certified check, drawn on a solvent financial institution, and made payable to the Board of County Commissioners, Hamilton County, in the amount of five percent (5%) of the total amount of the first years bid, must accompany each bid as a guarantee that if the Bidder's bid is accepted, a contract will be entered into. The surety must be submitted with the bid. Bid proposals that do not have the actual bond or check present at the time of opening will be considered noncompliant and will not be read.

Failure to submit the bid bond with the bid will result in disqualification of the bid.

The successful Bidder may be required to furnish a corporate surety bond or certified check on a solvent bank, made payable to the Board of County Commissioners, Hamilton County, for a total up to one hundred percent (100%) of the total amount of the contract price as a guarantee for the faithful performance thereof.

The bond submitted must be issued by a company licensed to conduct business in the State of Ohio.

DEPARTMENT INFORMATION

Department Name:	Hamilton County CMSNet
Street Address:	1000 Main Street, Room 410
City:	Cincinnati
State:	OH
Zip Code:	45202

Bidders submitting proposals must realize that other County Departments may elect to utilize this bid after its original award. All proposals must include the length of time that the prices and services offered are available and effective. The pricing submitted in the proposal can only be used for the effective time period specified in the original proposal.

Additionally, Hamilton County is permitting area Municipalities, Townships, Villages and Cities to utilize our bid opportunities after the award of the bid. You can find out who is currently using Hamilton County Services by checking the following website: http://www.hamiltoncountyohio.gov/purchasing/control/upload/database_download.asp?FileID=145

In its efforts to promote small business participation in Hamilton County projects, it is the policy of the Hamilton County Board of Commissioners that no contracting decision or contract award shall be based upon race, color, creed, sex, national origin, age or other unlawful basis. However, Hamilton County is an equal business opportunity governmental entity, and has always provided and will continue to provide, equal business opportunities in accordance with this policy.

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. The Board of County Commissioners reserves the right to reject any or all bids and, unless otherwise specified by the bidder, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. Hamilton County, Ohio, is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. The County encourages the participation of small businesses on County projects.
3. The small business participation goal for this contract is 0%. The goal may be achieved by contracting with subcontractors and suppliers that meet the Small Business Administration's detailed definitions or size standards (see www.sba.gov/size for more information).
4. The County will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of the Board of County Commissioners.
5. In case of default by the bidder or contractor, the Board of County Commissioners may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
6. Prices must be stated in units or quantities specified.
7. Whenever a reference is made in the specifications or in describing the materials, supplies, or services required, of a particular trade name or manufacturer's catalog or model number, the bidder, if awarded the contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the proposal by the bidder and accepted by the County.
8. The bidder, if awarded a contract or order, agrees to protect, defend, and hold harmless the Board of County Commissioners against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or from a part of the work covered by either order or contract. He/she further agrees to indemnify and hold harmless the Board of County Commissioners from suits or actions of every nature and description brought against it for or on account of any injuries or damages received or sustained by any party or parties by or from any acts of the contractor, his/her servants or agents. To this extent, the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the Board of County Commissioners wherever such insurance, in the opinion of the Board, is deemed necessary.
9. Whenever required and so stated in the proposal form, the bidders shall furnish a bond or a certified check, drawn on a solvent bank and made payable to the Board of County Commissioners, in the amount of five percent (5%) of the total amount of the first year

bid as a guarantee that, if the bid is accepted, a contract will be entered into. The successful bidder may be required to furnish a bond or a certified check drawn on a solvent bank and made payable to the Board of County Commissioners, for up to one hundred percent (100%) of the total amount of the contract as a guarantee of faithful performance thereof.

It is agreed that the **proposals submitted shall be irrevocable.**

If accepted, the bidder will, within one hundred and twenty (120) days after receiving notice of acceptance of said bid, be willing to enter into a contract in writing for the said material, supplies, or services required, with a surety to the satisfaction of the Board of County Commissioners, faithfully to perform said contract according to its terms and according to said specifications. Bidder will promptly pay all damages and expenses occurring to said Board of County Commissioners by reason of the failure or refusal of the bidder to enter into said contract. The Board of County Commissioners will treat all bidders alike in every respect, and they will take final action on this and all other bids no later than one hundred and twenty (120) days after this and all other bids are opened aforesaid. No bid shall be considered as accepted, nor any obligation assumed hereunder by the Board of County Commissioners, until such time as said Board of County Commissioners may deposit in the U.S. Mail written notice, addressed to the successful bidder or bidders at the address given on the acceptance of the bid or award of a contract.

10. Samples, when requested, are returned at the bidder's expense.
11. In order for proposals to receive consideration, they MUST BE RECEIVED prior to the specified time of opening and reading as designated in the invitation.
12. Bidders are required to use the system generated proposal form furnished by the Purchasing Department when submitting their proposals. The forms cannot be altered. If submitting a paper bid, envelopes must be sealed when submitted and the ITB # prominently written and displayed on the outside of the envelope/packages. Electronic responses must be completed on-line.
13. Proposals having erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder.
14. Bidders may submit proposals on any one or group of items provided, however, the unit price must be shown as requested.
15. References in the specifications or in describing the materials, supplies, or services required, of a particular trade name, manufacturer's catalog or model number, are made for descriptive purposes to guide in interpreting the type of materials, supplies, or of performing the work in a manner other than specified. However, the bidder's attention is called to Item 6 as previously stated, which condition must be strictly adhered to.

16. Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."

TAXES

OHIO SALES TAX: Not applicable to County purchases.

FEDERAL EXCISE TAX: Not applicable to purchases for essential government functions.

1.0 INTRODUCTION

The Hamilton County Board of County Commissioners is accepting sealed bids on behalf of Hamilton County CMSNet for computer goods, including computer hardware, software, and accessories. The purpose of this ITB is to select a Bidder who can best meet the requirements of the ITB at the lowest cost for the specified time periods. The Bidder selected from this ITB process shall provide computer goods, including: systems, system scanners, file servers, network goods, and software, as defined hereafter. The details of the computer hardware, software, and accessories needed are further defined in **Section 4.0, Requirements and Specifications**.

Hamilton County CMSNet is a group of court- and justice-related agencies working cooperatively under the general direction of a Steering Committee to develop technology solutions for the benefit of all participating members and the County's justice system in general. Current members of CMSNet include the following County and State agencies: Hamilton County Clerk of Courts, Hamilton County Court of Common Pleas, Hamilton County Municipal Court, State of Ohio First District Court of Appeals, Hamilton County Court of Domestic Relations, Hamilton County Juvenile Court, Hamilton County Probate Court, Hamilton County Prosecuting Attorney, and Hamilton County Public Defender.

1.1 Purchasing Department:

The ITB, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current County procurement procedures.

The mailing address for the issuing officer for sending a bid, asking questions regarding the bid process, technical issues, or the Scope of Service is:

**Amy Hoh, CPPO
Hamilton County Purchasing Department
138 East Court Street, Room 507
Cincinnati, Ohio 45202**

All questions regarding this ITB must be presented in writing and e-mailed or faxed to:

HAMCOPurchasingQuotes@hamilton-co.org
(ITB 095-09 should be entered in the subject line of the e-mail)
or
Fax: (513) 946-4335

1.2 Registration Process:

Bidders interested in submitting proposals must register by faxing or e-mailing the registration form document to:

HAMCOPurchasingQuotes@hamilton-co.org

(ITB number should be entered in the subject line of the e-mail)

or

Faxing to: Amy Hoh, County Purchasing Director at (513) 946-4335

Registration helps ensure that bidders receive all addenda and copies of all questions and answers given.

If the Bidder attempts any unauthorized communication with individuals associated with this project or ITB, Hamilton County will reject the Bidder's bid.

The definition of individuals associated with this project is further defined as:

- Public Officials
- Project Managers and their staff assigned to the project
- Issuing Officer
- Individuals involved with the evaluation process
- Any of Hamilton County's external customers

The integrity of the competitive bid process is very important to Hamilton County in the administration of its business affairs, the residents of Hamilton County, and the Bidders and providers that participate in the process in good faith. Behavior by Bidders and providers who violate or attempt to manipulate the competitive bid process in any way are taken very seriously.

Examples of unauthorized communication are:

- Telephone calls
- Letters, e-mails or faxes regarding the project or its evaluation prior to the award made to anyone other than the issuing officer
- Visits in person or through a third party attempting to obtain information regarding the ITB
- E-mail, except to the Purchasing Department

Communication being e-mailed, mailed or faxed regarding the legal bid process, technical aspects or Scope of Service are to be sent to the Purchasing Department.

The address is listed in **Section 1.1, Purchasing Department**. No questions can be received after **November 10, 2009 at 12:00 P.M. EST**. The final responses will be e-mailed or faxed on **November 13, 2009** at the close of business. Only Bidders who e-mail, fax and register for the ITB will receive copies of all questions and answers.

1.3 Bidder Disclosures:

Bidder certifies that Bidder has no final judgments against it that have not been satisfied at the time of award in the total amount of fifty percent (50%) of the bid amount of this project.

1.4 Bidder Examination of the ITB:

Bidders shall carefully examine the entire ITB and any addenda thereto, all related materials and data referenced in the ITB or otherwise available, and shall become fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If the bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this ITB, they shall immediately notify the Issuing Officer of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to **Section 1.5, Addenda to ITB**. Clarification shall be given by e-mail or fax to all parties who registered without divulging the source of the request. All Bidders who plan to submit a bid must register with the **Purchasing Department, Section 1.1** of this document.

If a Bidder fails to notify Hamilton County prior to **November 10, 2009 at 12:00 P.M. EST** of an error in the ITB known to the Bidder, or if an error that reasonably should have been known to the Bidder, the Bidder shall submit its bid at the Bidder's own risk, and if awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

1.5 Addenda to ITB:

Any addenda to this ITB will be issued by the Hamilton County Issuing Officer by fax or e-mail to all Bidders who have registered using the procedure previously mentioned in **Section 1.2, Registration Process** of the ITB.

1.6 Availability of Funds:

This ITB is conditioned upon the availability of federal, state, or local funds, which are appropriated or allocated for payment of the proposed goods. If, during any stage of this ITB process, funds are not allocated and available for the proposed services, the ITB process will be cancelled. Hamilton County will notify the Bidder at the earliest possible time if this occurs. Hamilton County is under no obligation to compensate Bidder for any expenses incurred as a result of the ITB process.

2.0 SUBMISSION OF BID

2.1 Preparation of Bid:

Bids must include a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the ITB. Expensive binding, colored displays, promotional materials, graphics etc. are not necessary or desired.

Bidders are encouraged to submit their bids electronically or on recycled paper and to use double-sided copying. Emphases must be concentrated on conformance to the ITB instructions, responsiveness to the ITB requirements, completeness, and clarity of content.

Bidders responding to the ITB must complete all forms and attachments. Incomplete submissions by Bidders will be rejected.

All bids submitted shall become the property of Hamilton County to use or, at its option, return. All proposed and associated documents will be considered to be public information and will be open for inspection to interested parties unless identified as proprietary. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld if clearly identified as such in the bid. Each page containing such material must specify "Proprietary" in the upper right corner. Hamilton County will make the determination as to whether the Bidder has adequately demonstrated the information is proprietary. If the proprietary nature of the documents is challenged, the Bidder alleging the documents are proprietary will bear the cost of the County's defense for keeping the documents from being viewed

2.2 Bid Cost:

The cost of developing bids is entirely the responsibility of the Bidder and shall not be chargeable to Hamilton County under any circumstances. The Bidder must certify that the bid and pricing will remain in effect for the duration specified. All materials submitted in response to the ITB will become the property of Hamilton County and may be returned only at Hamilton County's option and at the Bidder's expense.

2.3 False or Misleading Statements:

Bids which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Bidder, may be rejected. If, in the opinion of Hamilton County, such information was intended to mislead Hamilton County, in its evaluation of the bid and the attribute, condition, or capability is a requirement of the ITB, the bid will be rejected. **Bidders who mislead Hamilton County by providing demonstrations with products, features or services that are not included in their bid will have their bid rejected.**

2.4 Bidder Representative's Signature:

An individual who is authorized to bind the firm contractually shall sign the bid. The signature must indicate the title or position the individual holds in the firm. Firms, which sign contracts with the name of the firm, must provide the name of a corporate officer for signature validation by Hamilton County. Any and all unsigned bids will be rejected.

2.5 Delivery of Bids:

Bidders must submit a paper copy of their bid by mail or deliver **one (1) original copy** and **eight (8) duplicates** of the entire written bid to the **Purchasing Department** at the address listed in **Section 1.1, Purchasing Department** no later than **11:00 A.M. EST on November 19, 2009**. Sealed bids must be delivered prior to the time of the bid opening or they will be rejected. All bids must reference "**ITB 095-09 CMSNet Network Goods & Services**". The cost sheet issued with the bid may not be altered.

Upon request, a receipt will be issued for all bids received. Bids received after the deadline will not be considered. No telegraphic, facsimile, or telephone bids will be accepted. If mailed, the Bidder should use certified or registered mail, UPS, DHL, or Federal Express with return receipt requested.

It is absolutely essential that Bidders carefully review all elements in their final bids. Once opened, bids cannot be altered; however, Hamilton County reserves the right to request information or respond to inquiries for clarification purposes only.

2.6 Acceptance and Rejection of Bids:

Hamilton County reserves the right to:

- Award a bid received on the basis of individual items, or on the entire list of items
- Award or not award any portion of this contract
- Award to multiple Bidders
- Reject any or all bids, or any part thereof
- Waive any informality in the bids
- Eliminate conditions or terms that are not in the best interest of Hamilton County and its residents

2.7 Evaluation and Award of Contract:

Preliminary Bid Review:

The review process will be conducted in two (2) stages. Stage 1 will consist of a preliminary review to ensure that the bid materials adhere to the minimum requirements (and mandatory conditions) specified in the ITB and the completion of all the required forms. Bids, which successfully complete the first stage, will be deemed "Qualified." Those which do not, will be deemed "Non-Qualified." "Non-Qualified" bids will be placed in the inactive file.

Partial submissions or bids submitted after the designated deadline will be determined to be non-responsive and may be "Non-Qualified."

"Qualified" bids will then be reviewed in Stage 2, in accordance with the review process.

- **Stage 1 Review**

"Qualified" bids in response to the ITB must meet the following requirements:

- Time Submission – the bid is received at the designated time and address as stated on **Page 1** of this ITB. Bids mailed but not received at the designated location by the specified date will be deemed "Non-Qualified" and will not be considered.
- Completeness of submission – bid submission must include at minimum:
- Timely submission of the bid
- Required # of copies, if submitting in paper format
- All sections defined in **Section 5.0, Bid Format and Evaluation Process**
- Bid Bond
- All designated attachments
- Easily reproduced, single spaced, clearly formatted with type face that is easily read
- Determination that the bid meets minimum qualifications outlined in this ITB

Bids which do not meet all of the above first stage review submission requirements will be deemed "Non-Qualified" and will not be reviewed for Stage 2.

- **Stage 2 Review**

All qualified bids will be reviewed, evaluated and rated. Comparisons among or between proposals that are not appropriate will not occur. At any time during the review, and at any level of the review, Hamilton County may request additional information from the Bidder. Such information requests and Bidder's responses must always be in writing. Information may be requested from sources other than the written bid to evaluate the Bidder.

All information obtained will be used in conjunction with the data from Stages 1 and 2 to make a final selection.

The evaluation will include, but will not be limited to:

- Ability to meet the time lines and requirements requested
- Overall responsiveness, viability and completeness of the bid as well as the likelihood that, in Hamilton County's opinion and at Hamilton County's discretion, the bid best meets or exceeds Hamilton County's specifications
- Bidder references
- The criteria for the Stage 1 review
- Completeness of all forms
- Information in the Executive Summary
- Personnel Qualifications
- Distinguishing Characteristics
- Cost of Proposed Service or Good
- Any other facts considered relevant by Hamilton County and demonstrated by the bid or investigation by Hamilton County
- Experience with a similar project of comparable size and scope
- Experience with a similar project of comparable size and scope for Hamilton County

2.8 Bid Selection:

Bid selection does not guarantee a contract will be awarded.

The selection process includes:

- All bids will be evaluated in accordance with **Section 2.7, Evaluation and Award of Contract**. The bid is rated based on the criteria in the ITB.
- Based upon the results of the evaluation, Hamilton County will select a bidder(s) who it determines to be the lowest and best bidder(s) meeting all required specifications.
- Hamilton County works with the bidder(s) who was selected as lowest and best to finalize the details of the contract document. The lowest and best determination will be made based on the initial years pricing and all available options to renew. If a Bidder does not bid all of the renewal options, the County will not consider the proposal.
- If the County and the bidder are able to successfully finalize the contract document details, the Purchasing Department will recommend the bidder(s) to the Hamilton County Administrator for a contract award. The Hamilton County Administrator may make a recommendation to the Board of County Commissioners for the final award of a contract.
- If Hamilton County determines that the County and the bidder are unable to successfully come to terms regarding the contract, Hamilton County reserves the right to terminate contract discussions with the bidder(s). The Purchasing Department will not recommend the bidder(s) to the Hamilton County Administrator. In this event, Hamilton County reserves the right to select another bidder(s) from the bid process, cancel the ITB, or reissue the ITB if this is deemed necessary.

3.0 TERMS AND CONDITIONS:

Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."

The contents of the ITB and the commitments set forth in the selected bids shall be considered contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

3.1 Type of Contract:

The evaluation of bids submitted in response to this ITB may result in the issuance of a contract. The contract shall incorporate the terms, conditions, and requirements of the ITB, the Bidder's bid, and all other agreements that may be reached.

If the Bidder proposes a different type of approach, they must describe the contractual protection offered to ensure successful completion of the project. If the

Bidder proposes a multi-Bidder or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance the Bidder offers.

The successful Bidder's bid, this ITB, and other applicable addenda will become part of the final contract.

3.2 Contract Period, Funding and Invoicing:

The contract will be written for a period of **one (1) year with four (4) optional renewal periods**. Contract reimbursement is based on successful completion and approval of all equipment and services over the period of the contract. The Bidder can claim payment only for services already provided. Payment by Hamilton County is made within thirty (30) days after verification and acceptance of invoices presented by the Bidder and any required documentation.

3.3 Patent or Copyright Liabilities:

The Bidder will protect, defend, and hold free and harmless Hamilton County, its officers, employees, agents and Board of County Commissioners against all claims that any of the designs supplied hereunder infringes a U.S. patent or copyright. The Bidder will pay all resulting costs, damages, and attorney's fees to defend Hamilton County against such claims. Hamilton County will promptly notify the Bidder in writing of all claims, and the Bidder will have control of the defense and all related settlement negotiations.

If such claim has occurred, or is likely to occur, Hamilton County agrees to permit the Bidder, at Bidder's option and expense, either to procure for Hamilton County the right to continue using the designs or programming or to replace or modify the same so that they become non-infringing but still meet the requirements of the ITB.

3.4 Confidentiality and Security:

Any Bidder or contractor engaging in any service for Hamilton County requiring them to come into contact with confidential Hamilton County information will be required to hold confidential such data made available to them.

3.5 Hamilton County Employees:

Selected Bidder warrants that, for the duration of the contract and all amendments or renewals with Hamilton County for this project, Bidder will not solicit Hamilton County employees to work for Bidder.

3.6 Insurance Requirements:

GENERAL CONDITIONS

Bidder's Insurance Provisions

During the Agreement and for such additional time as may be required, Bidder shall provide, pay for, and maintain in full force and effect the insurance outlined herein for coverage at not less than the prescribed minimum limits covering Bidder's activities, those activities of any and all subcontractors or those activities anyone directly or indirectly employed by Bidder or subcontractor or by anyone for whose acts any of them may be liable.

Certificates of Insurance

Before starting work, Bidder shall give the County a certificate of insurance completed by Bidder's duly authorized insurance representative certifying that at least the minimum coverage required herein is in effect; specifying the form that the liability coverage's are written on; and, confirming liability coverage's shall not be cancelled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) of issuance without thirty (30) days advance written notice to:

**Hamilton County Risk Manager
Room 707
138 East Court Street
Cincinnati, OH 45202
Facsimile: 513-946-4330**

Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Board of County Commissioners of Hamilton County, Ohio and its officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be on an ACORD or ISO form.

The Bidder shall furnish the Hamilton County Risk Manager and the Purchasing Department with a Certificate of Insurance describing the insurance specified under the agreement. The certificate shall be provided on an ACORD 25 form or equivalent. The Bidder shall furnish the Hamilton County Risk Manager and the Purchasing Department with a copy of the Worker's Compensation Insurance Certificate if it is not described in the ACORD 25 insurance certificate.

Failure of the County to demand such certificate or other evidence of full compliance with these insurance requirements or failure of County to identify a deficiency from evidence provided shall not be construed as a waiver of Bidder's obligation to maintain such insurance.

The acceptance of delivery by County of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by the County that the insurance requirements have been met or that the insurance

policies shown in the certificates of insurance are in compliance with the requirements.

The County shall have the right, but not the obligation, of prohibiting the Bidder or its subcontractor(s) from conducting business with the County until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the County.

If Bidder fails to maintain the insurance as set forth herein, the County shall have the right, but not the obligation, to purchase said insurance at Bidder's expense. Alternatively, the Bidder's failure to maintain the required insurance may result in termination of this Agreement at County's option.

If any of the coverages are required to remain in force after final payment, an additional certificate evidencing continuation of such coverage shall be submitted with Bidder's final invoice.

All certificates of insurance shall reference the project/contract number for which the insurance is being provided.

Insurer Qualifications

To the extent feasible, all insurance shall be provided through companies admitted to do business in the State of Ohio. Insurance policies provided by companies not admitted to do business in the State of Ohio shall be reviewed by the Hamilton County Risk Manager. Each company shall minimally have an A.M. Best rating of A: VII. In addition, certified copies of all insurance policies or amendatory endorsements required shall be provided to the County within ten (10) days of Bidder's written request for those copies.

Insurance Primary

All coverage required of Bidder shall be primary over any insurance or self funded program carried by the County. Any insurance or self insurance maintained by the County shall be excess of the Bidder's insurance and shall not contribute to it.

No Reduction or Limit of Obligation

By requiring insurance, the County does not represent that coverage and limits shall necessarily be adequate to protect Bidder. Insurance effected or procured by Bidder shall not reduce or limit Bidder's contractual obligation to indemnify and defend County for claims or suits which result from or are connected with the performance of this Agreement.

Additional Insured

To the extent commercially available at no additional cost, the policy or policies providing insurance as required, with the exception of professional liability (if applicable) and workers' compensation, shall defend and include the Board of

County Commissioners, Hamilton County, Ohio and its officials, officers, employees, agents, and volunteers as additional insureds on a primary basis for work performed under or incidental to this Agreement. The form of the Additional Insured endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the Additional Insureds have other insurance applicable to the loss, it shall be on an excess or contingent basis. The amount of Bidder's insurance shall not be reduced by the existence of such other insurance.

Severability of Interests

Bidder shall require all insurance policies in any way related to the goods or services provided under this Agreement and secured and maintained by Bidder to include a severability provision or an endorsement waiving "cross claim exclusion between insureds" verbiage contained therein. Bidder shall require of subcontractors, by appropriate written agreements, similar waivers are included in subcontractor's insurance policies.

Duration of Coverage

All required coverage shall be maintained without interruption during the entire term of this Agreement. The products and completed operations coverage under the Commercial General Liability policy shall maintain coverage for the entire term of this Agreement, plus an additional two (2) years, following final acceptance of the product(s) or the service(s) by the County.

Continuous Operation

Bidder's general liability insurance policy must be endorsed to reflect the fact that County and any tenants shall continue to operate business activities of Bidder and that no property used in connection with County and tenants' activities shall be considered by Bidder's insurance company as being in the care, custody, or control of Bidder.

Retroactive Date and Extended Reporting Period

If any insurance required herein is to be issued or renewed on a claims-made form as opposed to the occurrence form, the retroactive date for coverage shall be no later than the commencement date of the project. Further the policy shall state that in the event of cancellation or non-renewal, claim discovery period or "tail coverage" shall be 1 year beyond the cancellation date.

Subcontractor's Insurance

Bidder shall cause each subcontractor employed by Bidder to purchase and maintain insurance of the types specified below. When requested by the County, the Bidder shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

Joint Ventures

If Bidder is a joint venture involving two (2) or more entities, then each independent entity shall satisfy the limits and coverage specified here or the joint venture shall be named insured under each policy specified.

Waiver of Subrogation

Bidder shall require all insurance policies in any way related to the work and secured and maintained by Bidder to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against the County. Bidder shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.

Cooperation

Bidder and County agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

Adjustment of Losses

Any County's first party loss insured under the policies required herein shall be adjusted by Bidder and County, as their interest may appear, and made payable to County as trustee for the insured's as their interest may appear, subject to the requirements of any applicable mortgagee clause. The County, as trustee, shall have the power to adjust and settle any loss with the insurers unless one of the parties in interest objects in writing within five (5) days after the loss to County's exercise of this power. If such objection is made, an arbitrator mutually acceptable to the parties in interest and the County shall be chosen promptly.

The County, as trustee, shall in such case make settlement with the insurers in accordance with the directions of such arbitrator. If distribution of the insurance proceeds by arbitration is required, the arbitrators shall direct such distribution.

Replenishments of Limits

At Bidder's expense, all limits must be maintained at all times due to claims on this project or any other project. Failure to do so may result in cancellation of this Agreement at the County's sole discretion. If Bidder fails to renew, replace or replenish the coverage required, County may do on Bidder's behalf and deduct the cost from Bidder's payments.

Insurance Limits and Coverage

To the extent applicable, the amounts and types of insurance shall conform to the minimum terms, conditions, and coverage of Insurance Service Office (ISO) policies, forms, and endorsements.

If Bidder has any self-insured retentions or deductible under any of the following minimum required coverage, Bidder must identify on the certificate of insurance the nature and amount of such self-insured retentions or deductible and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductible shall be Bidder's sole responsibility.

Commercial General Liability

Bidder shall maintain commercial general liability insurance covering all operations by or on behalf of Bidder on an occurrence basis against claims for personal injury (including bodily injury and death) and property damage (including loss of use). Such insurance shall have these minimum limits and coverage:

Minimum Limits:

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products and completed operations aggregate
- \$100,000 fire liability

Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Blanket contractual liability
- Broad form property damage
- Severability of interest
- Personal injury
- Incidental medical malpractice (as applicable) (only needed when a bidder is offering onsite services with bidders personnel on site)
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement
- If this is a construction project contract, then the general aggregate limit shall apply to each project.

Automobile Liability

Bidder shall maintain business auto liability covering liability insurance arising out of any auto (including owned, hired, and non owned autos) assigned to or used in performance of the work contemplated under this Contract. The policy shall be at least as broad as the current version of the ISO CA 00 01 form.

Minimum Limits:

- \$1,000,000 combined single limit each accident

Coverage:

- Additional insured endorsement

- Specific waiver of subrogation
- Contractual liability

Worker's Compensation

Bidder shall maintain workers' compensation and employer's liability insurance.

Minimum Limits:

- Worker's compensation-statutory limit meeting the requirements under the laws of Ohio
- Employer's liability
 - \$1,000,000 bodily injury for each accident
 - \$1,000,000 bodily injury by disease for each employee
 - \$1,000,000 bodily injury disease aggregate

Umbrella/Excess Liability

Bidder shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in Commercial General Liability insurance, and Business Automobile Liability insurance, which is at least as broad as each and every one of the underlying policies.

The amounts of insurance required in section 3.6 Insurance, General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- Minimum Limits:
 - \$3,000,000 combined single limit and aggregate limit.

Coverage:

- Additional insured endorsement
- Pay on behalf of wording
- Concurrency of effective dates with primary
- Blanket contractual liability
- Punitive damages coverage (where not prohibited by law)
- Aggregates: apply where applicable in primary
- Care, custody, and control-follow form primary
- Drop down feature
- Specific waiver of subrogation

4.0 REQUIREMENTS AND SPECIFICATIONS

The intent of this ITB is to secure pricing for **five years** (five, one-year renewable options). Bidders must submit proposals for the initial one-year term and all renewal options. Bidders who do not submit pricing for the initial term and all renewal options will be disqualified. The purpose of the five-year term is to minimize the cost of the process for bidders and the County.

If for some reason you believe you can offer the County a better price by submitting pricing for a term other than what was specified you must fax or e-mail a question to the issuing agent asking that we modify the term of the bid in a manner that is compliant with Section 1.2 of this bid document.

This does not mean that your request will be granted to amend the bid document. Hamilton County will carefully consider all requests and will have the right to reject any request it considers to not be in its best interest.

Bidders wishing to submit proposals are encouraged to utilize the question and answer period available during the bid process to make certain that the County receives the best possible pricing.

Bidders who submit bids with pricing in a manner other than what was established in this ITB will be disqualified.

Example: If Hamilton County asks for pricing for one (1) year with four (4) options to renew and you propose a five year contract your bid will be disqualified.

4.1 IDENTIFICATION OF ITB TERMS

Bidder

An individual or company that submits, or intends to submit, a Proposal in response to this ITB.

CMS

Court Management System; The database solutions shared by CMSNet agency.

CMS Network

The network of Hardware and Software and their components that comprise the infrastructure for the local and wide area networks used by CMSNet agencies.

CMSNet

A group of Hamilton County court and justice related agencies who work cooperatively to develop and maintain technology solutions.

Contract

A written contract to be executed by the County and the selected Bidder.

County
Hamilton County, Ohio

Desirable Items

Desirable items are indicated with words such as “should” or “may”. Disregarding such items will not necessarily cause rejection of a Bidder’s proposal. However, these items will be considered in the evaluation process.

Effective Date

The date services commence under any future Contract.

EST

Eastern Standard Time; all times stated in this ITB are Eastern Standard Time

Hardware

Any equipment and components purchased by County.

OAC

Ohio Administrative Code, as amended

ORC

Ohio Revised Code, as amended

Required Items

The use of such words as “will”, “shall”, and “must” indicates the item explained is required and, therefore, must be done as stated.

Software

Any programs or applications installed on the CMS Network, including all third party and custom application software

Vendor

A Bidder that enters into contract with Hamilton County

4.2 PROJECT OVERVIEW

Hamilton County seeks to establish a contract with a vendor to purchase computer workstations and other additional hardware, software, and accessories to support the use of the Hamilton County CMSNet and the expansion of the Hamilton County WAN. The actual number of purchases is not known at this time.

This ITB will allow CMSNet agencies (approximately 2,200 workstations), as well as all other Hamilton County departments, the ability to purchase additional computer related goods.

Workstations must support the operation of the CMS application, which is currently certified with Windows 2000, Windows XP, MS Office 2000, MS Office XP, and MS Office 2007.

The estimated total dollar value of the fifth year of the existing Network Goods and Services contract, ITB035-04, which expired August 14, 2009, was approximately \$700,000.

4.3 PRICING

Bidder must quote fixed prices for all items listed as required in the specifications for the term of the contract. The price quoted shall include the cost of freight, as specified, and insurance, as specified, for all items.

Vendor may discontinue providing products if they are replaced with newer products that contain functionalities equivalent to or greater than the functionalities contained in the replaced product. The Vendor will provide such replacement products at the same price proposed for the replaced product.

During the term of the Contract, if a product has been discontinued, Vendor shall provide the newer product that contains equivalent or better functionalities than those contained in the original product. Vendor shall provide such replacement products at the same price as that proposed for the original product, or less if the price is less.

4.4 DELIVERY

Vendor shall provide County with an estimated delivery date for each order.

All deliveries shall be inside deliveries to locations designated by Hamilton County. Most County agency locations do not have loading docks.

Vendor will pay all shipping costs, and remain responsible for the goods until County takes possession. Vendor shall ship all items FOB destination.

4.5 INVOICING

The Vendor must submit an original invoice to the County agency as specified at time of order. The County agency information must be listed as the "Bill To" address on the invoice.

Invoices must contain the following information:

- Name and Address of Vendor
- Vendor's remittance address
- Purchase order number and Hamilton County agency authorizing delivery of products
- Invoice date and number
- Invoice due date

- Itemized list with detailed descriptions of the products that have been delivered and accepted, including the manufacturer part number, serial number, quantity, department, unit price, and total price.

4.6 CONTRACT PERIOD

The Contract shall commence on the date that the Board of County Commissioners approves the Contract and shall expire twelve (12) months later. Vendors must submit pricing for four (4) renewable one (1) year periods. Renewals shall be at the County's option.

4.7 WARRANTY

1. The Vendor warrants and guarantees that all hardware items will be new and of original manufacturer and meet or exceed all Vendor or manufacturer specifications.
2. The Vendor warrants that it has clear and marketable title to any hardware, software, or any other product sold or provided to County in connection with this Contract.
3. The Vendor warrants that the hardware, software, or any other service or product obtained through this proposal shall be free from any defects in material or workmanship for a period of twelve (12) months after the Acceptance Date, except that where Vendor's usual warranty extends beyond said period for any part, product, item, or service item said extended warranty shall apply. Vendor will, at its own expense, either repair or replace any item which Vendor and Hamilton County determine to be defective in material or workmanship, provided that Hamilton County has notified Vendor in writing of any such defect within the Warranty Period.

Vendor will pay all costs (including packaging, shipping, handling, and insurance) for the returns and replacements.

Repair or replacement shall be completed within twenty-four (24) hours following receipt of written notice from Hamilton County for the following items: Desktop Workstations; Power Workstations; Notebook Computers; Fileservers, High, Medium, and Low Speed Laser Printers; Routers; and Switches. Repair or replacement for items not listed above shall be completed within five (5) working days following receipt of written notice from Hamilton County. If Vendor fails to repair and/or replace items within the specified time periods, Hamilton County may have the units repaired otherwise and Vendor will reimburse Hamilton County for the cost of alternative repair. Hamilton County shall have the right to deduct any charges incurred from the otherwise due to Vendor under this agreement.

4. The Vendor further warrants that, under normal use and service, and while properly maintained, all items operate in accordance with manufacturer's specifications and maintain the performance standards as specified herein, during the Contract Period.
5. The Vendor warrants that the products and services provided shall meet or exceed the specifications and requirements described in this ITB.

4.8 PRODUCT ACCEPTANCE REQUIREMENTS

The Vendor shall provide an accurate cost estimate and delivery schedule for all items ordered.

Hamilton County will not accept products that are discovered to be defective within thirty (30) days of receipt of delivery.

Products are considered accepted by County thirty (30) days after delivery unless County has notified Vendor in writing of any problem within the thirty (30) days of delivery.

Invoices for items which are delivered non-functional due to damage or defect will not be paid until the items are made functional by the Vendor.

The Vendor is responsible for all costs related to the repair, replacement, or return of items reported as defective, including, but not limited to, packaging, shipping, and insurance.

4.9 INSTALLATION OF ITEMS

The Vendor is not required to install the items purchased by this ITB. County may request Vendor to provide services, such as installation of items purchased.

Vendor shall provide product and warranty information to support County in the installation and maintenance of the goods and services provided.

4.10 NON-EXCLUSIVE CONTRACT

This is a non-exclusive contract and Hamilton County may purchase the same or similar item(s) from other Vendors at any time during the term of this contract.

4.11 INDEMNIFICATION FOR INFRINGEMENT

The Vendor shall assume the defense of, save and hold harmless, and indemnify Hamilton County and its individual officers, employees, and agents, from and against any and all claims for compensation, damages, or other costs relating to infringement of any copyright, invention, or patent used or any rights pertaining thereto.

4.12 FORCE MAJEURE CLAUSE

The Vendor shall not be charged with default nor shall Hamilton County be held liable because of delays in the completion of the work or payment for work due to any of the following:

1. Acts of the Federal Government, including controls or materials, equipment, tool, or labor essential to completion of the work by reason of war, national defense, or any other national emergency.
2. Changes in the method of performing work covered by the contract, upon order of Hamilton County, to the extent that any delay is the direct result of any such change.
3. Causes not reasonably foreseeable by the parties of this Contract at the time of the execution of the Contract which are beyond the reasonable control of, and through no fault or negligence of, the Vendor or Hamilton County. This shall include, but not be limited to: acts of God or the public enemy; freight embargoes; court actions; acts of another vendor in the performance of some other contract with Hamilton County; fires, floods, epidemics, quarantines, and strikes; weather of unusual severity, such as hurricanes, tornadoes, and cyclones; nuclear radiation or radioactive contamination; and other like factors of unusual severity which directly affect or prohibit work under the Contract.
4. However, the Vendor shall remedy with all reasonable dispatch, such cause preventing the Vendor from carrying out its obligation contained herein. In the event that the Vendor is unable to act in accordance with the Contract for a period of fourteen (14) calendar days by reason of Force Majeure, Hamilton County shall have the right to terminate the Contract and keep any item that has been paid for by Hamilton County.

4.13 HAMILTON COUNTY STRATEGY TO REDUCE TOTAL COST OF OWNERSHIP

Bidders are encouraged to propose workstations which support the following strategy to reduce total cost of ownership.

1. Workstations must support the operation of the Court Management System (CMS) Application, currently certified with MS Windows 2000, MS Windows XP, MS Office 2000, MS Office XP, and MS Office 2007;
2. Standardize the computing environment;
3. Implement standards-based systems management.

Bidders must fully explain the benefits of their proposed workstations in this regard in their answer to Question 6 in the Questionnaire (Attachment C).

4.14 SPECIFICATIONS

For Desktop Workstations, Power Desktop Workstations, Notebooks, Laptops, and File Servers, Bidders must propose business quality equipment with a product life cycle of at least twelve (12) months. CMSNet uses standard images to initialize workstations and servers. CMSNet uses centralized software distribution, inventory methods, and remote management software to manage the workstations. The proposed computer equipment must provide uniformity of components.

The detailed specifications listed below are minimum requirements:

01 Desktop Systems

A. Desktop Workstation – small form factor (HP preferred)

Hardware:

- Processor: 3.0 GHz; Intel® Core™ 2 Duo
- Memory: 2 GB RAM
- Hard Drive: 80 GB; 7200 rpm
- Optical Drives: DVD-ROM
- I/O Ports: front headphone and microphone access; USB 2.0 ports (2 front, 4 rear) Sound card (may be integrated on mother board)
- 10/100/1000 Mbps network interface card
- 2-button scroll mouse
- Keyboard
- 3-year warranty
- Windows Vista capable

Software:

- A. MS Windows Vista Business with MS Windows XP Pro downgrade

B. Desktop Workstation – minitower (HP preferred)

- B. same specifications as 01 A

C. Desktop Workstation – ultra-slim form factor (HP preferred)

- C. same specifications as 01

D. Power Workstation – desktop alternative (HP preferred)

- D. same as 01 Desktop Workstation, except:

Hardware:

- Hard Drive: 160 GB hard drive; 7200 rpm
- Optical Drive: DVD-RW drive

02 Laptop Systems

A. Notebook

Hardware:

- Processor: 2.0 GHz; Intel® Core™ 2 Duo
- Memory: 2 GB RAM
- Hard Drive: 120 GB; 7200 rpm

- Optical Drives: DVD-RW(+R DL)/DVD-RAM combo (built-in preferred)
 - I/O Ports: Four (4) USB 2.0 ports
 - Display size: 15 inch diagonal; anti-glare
 - Speaker (built-in stereo speakers preferred)
 - 10/100/1000 Mbps network interface card
 - 2-button scroll mouse
 - Keyboard
 - 3-year warranty
 - Windows Vista capable
-
- 15 inch TFT active matrix, anti-glare
 - Touchpad
 - Ports: 4 USB 2.0; external VGA monitor port;
 - Keyboard (with 101 key emulation)
 - Battery pack, run time up to four (4) hours
 - Network Interface: Gigabit Ethernet Controller (10/100/1000 NIC)
 - Wireless: Wireless LAN antenna; 802.11a/b/g/n (draft docking / port replicator interface)
 - 3-year warranty

Software:

E. MS Windows Vista Business with MS Windows XP Pro downgrade

B. Notebook Computers, other models

Recommend other notebook computer models with similar specifications, but also may suggest models with different screen size, lighter weight, etc. Provide a detailed description of models suggested.

C. Tablet Computer (HP preferred)

Recommend tablet computer models with similar specifications. May suggest models other than HP.

03 Desktop System Options and Accessories

A. Memory for new Computers

Include a selection of RAM upgrades (1 GB, 2 GB) which are compatible with the proposed workstations

B. Memory for existing computers

Include a selection of RAM upgrades (512MB, 1GB, 2GB) which are compatible with existing computers:

HP Compaq EVO D530CMT,
HP dc5000, dc5700, dc5800, dc7700

C. DVDRW and CDRW/DVD drives

Include a selection of internal DVDRW drives and internal CDRW/DVD drives compatible with workstations proposed

D. Graphic Cards

Include a selection of graphics controller upgrades which are compatible with the proposed workstations

E. Keyboards and mice

Include a selection of wireless keyboards and mice compatible with proposed and existing workstations. Logitech is preferred.

F. Fingerprint Readers

Digital Persona only. Must be current replacement for Digital Persona Platinum Integrator Package with U.are.U 4000B Reader. Exact specifications are provided to guarantee compatibility with existing in-house application.

G. Network Adapters

PCI Express Gigabit NIC Card (Ethernet 10Base-T, 100Base-TX, 1000Base-T)

H. Surge Protectors

Prefer APC Net7 surge protector

I. Speakers

- Provide compact, space saving, external two-piece amplified speaker sets for proposed desktop workstations.
- Minimum total power output of 3 watts
- Power adapter included
- Front panel controls for volume, power on/off switch, power indicator light, and headphone jack.

04 Notebook Computer Options and Accessories for Proposed Solutions

- A. Memory - 512MB
- B. Memory - 1GB
- C. Docking stations
- D. AC adapters
- E. Batteries
- F. Accident/Damage protection warranty – 3 years
- G. Carrying case (leather preferred)

05 Notebook Computer Options and Accessories for Existing Equipment, specifically: HP NC6120 (PZ121UA), HP NX6110, HP NC6320, HP6710b, HP6910p

- A. Memory - 512MB
- B. Memory - 1GB
- C. Docking stations
- D. AC adapters
- E. Batteries

06 Network Camera

- 1280 x 1024 Wireless Camera
- Wireless + RJ45
- Simultaneous motion JPEG and MPEG-4
- Built-in webserver for monitoring via standard browser on Windows

07 Storage Devices

- Provide separate pricing for each of the devices requested
- 3 year warranty
 - A. DVD-RW drives – external (with USB cable)
 - Include a selection of external drive devices
 - B. NAS Server
 - High speed USB / Gigabit Ethernet (connect to workstation or network)
 - 2TB
 - C. 3 year warranty

08 Media (for CD-RW, DVD-RW)

- Include a selection of writable and re-writable disks in various quantities

09 Monitors

- LCD monitors should have optimal response time, brightness, contrast ratio, and viewing angle. Must have a three (3) year warranty.
- Provide additional pricing for other types of LCD monitors (such as multimedia, digital, and widescreen).

10 Printers

- All printers must include a ten (10) foot IEEE 1284 compliant bi-directional parallel printer cable or USB cable.
 - A. Laser Printers:
 - Must have at least 48 MB memory
 - Must be Hewlett Packard (except for the two Lexmark printers specified)
 - Should include bar code fonts – the Bidder shall indicate any printers that are not capable of printing bar code fonts.
 - Lexmark laser printers – the County requests pricing for the Lexmark T644n with envelope feeder and the Lexmark W840 printer
 - B. All-in-ones, multifunction printers:
 - HP preferred
 - Must include color printing, copying, scanning, and faxing
 - C. Inkjet printers
 - HP preferred
 - Minimum draft speed for black shall be 27 ppm, for color shall be 36 ppm.
 - D. Dot matrix printers – high speed
 - Epson preferred

- Must be able to replace a network capable Epson FX-2190.
- E. Dot matrix printers – medium speed
 - Okidata preferred
 - Prefer Okidata MicroLine 490 Turbo (24 pin) or model with similar specifications.
- F. Epson Receipt/Journal printer
 - Required model shall be an Epson TM-U375P multifunction printer
 - 40 column receipt-journal printing
 - Up to 15 lines check/charge validation printing
 - Unlimited lines of slip printing
 - Include price for Epson PS-180 110/220V power supply
- G. Label printer
 - Prefer Dymo Labelwriter 400 and Dymo Labelwriter Twin Turbo, or similar models.
- H. Seiko label printer
 - Required model shall be Seiko 450 Smart Label printer.

11 Jet Direct or Equivalent

- Please include devices for all proposed printers
- Shall have the capability of connecting printers directly to network - fast Ethernet, Ethernet, 802.3 RJ-45 (10/100 Base-TX)
- Provide separate pricing for internal and external devices
- Provide separate pricing for USB port and parallel port external devices

12 Printer Accessories and Supplies

- A. Printer Accessories for HP Printers
 - Provide pricing for envelope feeders, additional input trays, duplex units, and other printer accessory devices for all proposed HP printers.
- B. Printer Accessories for Lexmark T644n Printers
 - Provide pricing for 250-sheet drawer, 500-sheet drawer, 200-sheet universally adjustable tray, and 400-sheet adjustable tray.
- C. Other Printer Supplies
 - Provide pricing for maintenance kits, toner cartridges, ribbons, and other supplies/accessories for all proposed printers.
- D. Maintenance Kits (for existing printers)
 - Provide pricing for maintenance kits which are compatible with existing printers (HPLJ 4000/4050, 4100, 4200, 4350, 8000, 8100/8150, 9050, P4515)
- E. Toner for HP P4515X printer

13 Scanners

- A. Flatbed document scanners with ADF
 - Prefer HP Scanjet 5590 and HP Scanjet 7650n, or similar models.
- B. Document scanner, Fujitsu fi-5750C with VRS or current replacement model

- Must be current replacement for Fujitsu Model fi-5750C with VRS. Brand and model are specified to guarantee compatibility with existing document imaging application.
- C. Document scanner, Fujitsu fi-6140 or current replacement model
 - Must be current replacement for Fujitsu Model fi-6140. Brand and model are specified to guarantee compatibility with existing document imaging application
- D. Document scanner, Fujitsu fi-5530C2 or current replacement model
 - Must be current replacement for Fujitsu Model fi-5530C2. Brand and model are specified to guarantee compatibility with existing document imaging application
- E. Scanner controller
 - Must be Kofax Model Adrenaline 650i SCSI still-image capture adapter EH-650i-1000. Brand and model are specified to guarantee compatibility with existin document imaging application.
- F. SCSI cables
 - Must be Kofax Model SC-1027-0000 and SC-1026-000. Brand and model are specified to guarantee compatibility with existing document imaging application.
- G. Handheld laser scanner
 - Must be MetroLogic MS9540 Voyager CG (keyboard wedge) handheld laser scanner. Brand and model are specified to guarantee compatibility with existing application.
- H. Wand barcode readers
 - Include a selection of wand barcode readers, which are compatible with the proposed workstations.

14 File Server

- A. File Server, entry level (rack, tower)
 - 2.13 GHz Quad-Core Intel Zeon processor
 - 2 GB RAM
 - Raid with at least two (2) 80GB hard disks with hot swap capability
 - Floppy drive
 - Intel processor
 - DVD
 - Dual port, 10/100/1000 Mbps capable network interface card
 - Remote management capability
 - Three (3) year warranty
- B. File Server (rack, tower)
 - 2.33 GHz Quad-Core Intel Xeon processor
 - 8 GB RAM
 - Raid with at least five (5) 146 GB hard disks with hot swap capability
 - Redundant hot plug power supply
 - Redundant hot plug fan
 - Floppy drive

- Intel processor
- DVD±RW
- Dual port, 10/100/1000 Mbps capable network interface card
- Remote management
- Three (3) year warranty

C. File Server Memory

- Include a selection of RAM upgrades which are compatible with the proposed file servers.
- Include a selection of RAM upgrades which are compatible with the following existing file servers:
 - Compaq Proliant ML530 G2
 - Compaq Proliant DL580 G2
 - Compaq Proliant ML330 G3
 - Compaq Proliant ML350 G3
 - Compaq Proliant ML370 G3

D. UPS

- APC preferred
- Minimum of two (2) hours backup for file server hardware configuration
- Graceful shutdown of servers before power backup ends
- Centralized control and monitoring through web based control/SNMP/telnet

E. File Server – Castelle

- Prefer Castelle FaxPress 2-line fax server, or similar model

F. Tape Cartridges

- LTO Ultrium 3, 400GB/800GB, including plastic case, custom barcode labeled
- LTO Ultrium 2 200GB/400GB
- LTO Ultrium 100GB/200GB
- DAT 36GB/72GB DAT72
- Barcode labels for LTO Ultrium 3, 400GB/800GB tapes. Must be able to request beginning and ending sequence numbers.

15 Switches

A. Switches

- Cisco and/or HP preferred
- Must be stackable
- Must be manageable from central location using SNMP
- Must support 10/100/1000 wiring
- When configured for Ethernet over fiber optics, must support the Fiber Optic Inter-Repeater Link protocol
- Prefer:

HP ProCurve Switch 2620-24 (J9085A)
 HP ProCurve Switch 2610-48 (J9088A)
 HP ProCurve Switch vl 24-port 10/100-TX Module (J8765A)
 HP ProCurve Gigabit-SX-LC Mini-GBIC Transceiver module
 SFP (J4858C)
 Cisco Catalyst 3750-48TS Switch (WS-C3750-48TS-S)
 Cisco Catalyst 2960-24TC Switch (WS-C2960-24TC-L)
 Cisco Transceiver module – SFP – 1000 Base-SX-850 nm
 (GLC-SXMM=)

B. Workgroup switches

- Cisco (Linksys) preferred
- Five (5) 10/100 RJ-45 ports, one (1) shared RJ-45 uplink port
- Support for half and full duplex

16 Wireless Access

- Cisco preferred
 - A. Wireless Access Points - 802.11a/b/g, non-modular IOS AP, integrated omnidirectional antennas
 - B. Radios - Dual IEEE 802.11a and 802.11g for combined capacity of up to 108 Mbps
 - Indoor range of 450 feet; open space range of 950 feet

17 Routers

- Optional – pricing not required
- Cisco only
- Must be manageable from a central location using SNMO

18 Cables

- RJ-45 Cat 5e and Cat 6 data cables. Provide pricing for lengths of 3ft, 7ft, 14ft, 20ft, and 25ft lengths.
- 10 ft PS/2 keyboard/mouse extender
- 6ft VGA cable extension

19 Software

- Provide most current version available
- Provide various types (full with CD, license only, upgrade CD, media disk):
 - A. Adobe Acrobat Std
 - B. Adobe Acrobat Pro
 - C. Adobe Photoshop CS4
 - D. Corel WinZip Std
 - E. Corel WordPerfect Office Std
 - F. Intervideo WinDVD
 - G. Microsoft Office Std
 - H. Microsoft Office Pro
 - I. Microsoft Visio Std
 - J. Microsoft Visio Pro

- K. Microsoft Word
- L. Microsoft Windows Server Std
- M. Microsoft Windows Server Enterprise
- N. Microsoft Windows Server CAL (device & user)
- O. Microsoft Windows Terminal Server CAL
- P. Microsoft Visual Studio Std
- Q. Microsoft Visual Studio Pro
- R. Nuance OmniPage Pro
- S. Nuance PDF Creator
- T. Symantec pcAnywhere Host and Remote Standard edition
- U. Websense: Express, Web Filter
- V. Symantec EndPoint Protection – New Licenses
 - Provide cost for additional new licenses for workstations and network servers.
- W. Symantec EndPoint Protection – Annual Basic License
 - Provide cost for yearly basic maintenance (renewal, 1 year). County currently has 1230 licenses, GOV. Symantec buying program – Government level H (2500+) Win.
- X. Symantec Mail Security for SMTP with Antivirus – New Licenses
 - Provide cost for additional new license
- Y. Symantec Mail Security for SMTP with Antivirus – License Renewal
 - Provide cost for subscription license renewal (1 year) plus 1 year basic maintenance 1 user GOV. Currently have 1230 licenses. Symantec buying program – Government level H (2500+) Linux, Win, Solaris
- Z. Numara FootPrints Renewal
 - Provide cost for one-year maintenance renewal for three (3) named agent licenses, one (1) concurrent license and customer read/submit license

20 Consultation (Hourly Rate)

- Providing pricing for consultation is OPTIONAL
- If pricing is provided, County may contact Bidder to provide consultation on network related projects that are otherwise not covered by the scope of this ITB. Examples include providing site-surveys for wireless access points, assisting with implementation or support of network goods, etc.

5.0 BID FORMAT AND EVALUATION PROCESS

To expedite and simplify the process for evaluating bids, and to assure each bid receives the same orderly review, it is required that all paper bids be submitted in the format as described in this section. Bids must contain all the elements of information specified without exception. When submitting an electronic bid, scan and upload the required forms.

If submitting a paper bid, bid sections must be numbered corresponding to the following format:

Section 1	Cover Sheet/Bid Bond
Section 2	Cost Sheet/Line Items
Section 3	Executive Summary
Section 4	Required Forms
Section 5	Bidder References
Section 6	Personnel Qualifications
Section 7	Distinguishing Characteristics

5.1 Section 1 – Cover Sheet/Bid Bond:

State the ITB number, name and date. See page 2 of this document.

5.2 Section 2 – Cost Sheet/Line Items:

GENERAL INSTRUCTIONS

The cost sheet must be filled out in its entirety. Proposals submitted with escalations and/or footnotes indicating changes or negotiations in price may be disqualified.

Bidder must provide price quotes for any items required by the specifications during the term of the initial Contract and the four (4) renewal periods.

Cost quoted shall include all discounts. If quantity discounts are not available throughout the entire Contract, specify any break points when quantity discounts begin on a separate sheet of paper. Clearly specify the item or items, the amount of discount involved, and whether the discount is based on the quantity of a particular order or on the quantities purchased throughout the term of the Contract.

All costs shall include freight, shipping, insurance, and inside delivery. If an item is supplied at no charge, note "N/C" in the appropriate box. **If there are required items without costs listed on the cost sheet, the entire Proposal will be considered incomplete and will be evaluated as such.**

Bidder shall provide pricing information for years two (2), three (3), four (4), and five (5) using maximum allowable price increase (decrease) percentages from the previous year. For example, if a price of \$100 is proposed for year one, +10% (plus 10%) for year two, and -20% (minus 20%) for year three, Hamilton County will evaluate the prices as \$100 for year one, \$110 for year two, and \$88 for year three.

Bidder shall provide the warranty periods for all products exclusive of any maintenance agreement (software and hardware).

The cost sheet must be completed in its entirety. Proposals submitted with escalations or footnotes indicating changes or negotiations in price may be disqualified.

EVALUATION

1. The evaluation of the cost proposal will consider required items only.
2. The cost proposal evaluation will compare Bidders on the basis of the cost of their proposal. This will include:
 - All products procured during the life of the Contract, including the four (4) Contract extension periods, as specified on the cost proposal forms;
 - Any incidental costs that may be incurred by Hamilton County required by Bidder's hardware, software, or recommended operating environment. Such costs may include, but are not limited to: electrical improvements, additional air conditioning, office furniture, etc.
3. Cost proposals will be evaluated using quantity levels determined by a best guess estimate of the equipment to be purchased from that Contract.

ADDITIONAL ITEMS

The purpose of this ITB Section is to give Hamilton County an opportunity to buy additional computer related goods and services for the life of the Contract. Bidders are encouraged to supply additional category breakdowns where appropriate

Bidders may offer different products under the same category. For example, three different LCD monitors (analog, with built-in speakers, digital/analog), may be offered under the category "LCD monitor – 15 inch". The additional pricing must be submitted as 13A.01 monitor one pricing, 13A.02 monitor two pricing, 13A.03 monitor three pricing.

Bidders are also strongly urged to offer pricing on additional network/computer items that are not listed on the cost proposal form. They must be clearly labeled as "additional items".

All items proposed in this section must be accompanied by complete technical specifications. This material must include a reference number (i.e. ADDxx), a short description of the product to be provided, and manufacturer model numbers.

All additional items purchased under Contract should include complete warranty for at least twelve months.

5.3 Section 3 – Executive Summary:

Provide the following information relative to the company (Available electronically):

- **Location of Company** – Provide the address for the company’s headquarters or name of the Bidder’s local office nearest to the City of Cincinnati, Ohio (if applicable). Include contact names, addresses, phone numbers, and e-mail addresses for the primary contacts for both administrative and technical details.
- **Bidder’s Primary Business** – State the company’s primary line of business, the date established, the number of years of relevant experience, and the number of employees.
- **Company History** – Provide a brief history of Bidder’s organization. State briefly the programmatic and administrative experience qualifying the Bidder to perform the proposed services. Include the Bidder’s mission statement, philosophy of service, and any special qualifications.

5.4 Section 4 – Required Forms:

All questionnaires and all bid forms must be filled out in their entirety and included in this section.

The required forms are listed below and are electronically accessible:

- Registration Form
- Proposal or Bid Form
- Personal Property Tax Form
- Warranty Unresolved finding (formerly state of Ohio Dept)
- Ohio Department of Public Safety
- House Bill 694 – Ohio Pay to Play Law
- Surety Bond Form (if applicable)
- Questionnaire (**Attachment C**)
- Cost Sheet (**Attachment B**)
- Small Business Plan (if applicable) www.sba.gov/size

5.5 Section 5 – Bidder References:

The Bidder must list at least three (3) references* for whom products/services were sold/provided similar in nature and functionality to those requested by Hamilton County. Bidders must list all Hamilton County Departments for whom products/services were received within the last 5 years.

Each reference must be accompanied by (Available electronically):

- Company Name
- Address
- Phone Number, E-mail and Fax Number
- Contact Person
- Nature of Relationship and Service Performed
- Time Period of Contract

****If references cannot be provided, explain why***

5.6 Section 6 – Personnel Qualifications:

For key personnel who will be working on the project, please submit resumes with the following (Available electronically):

- Proposed Role
- Job Description
- Industry Certification(s) and Educational Background
- Work History
- Personal Reference (company name, contact name and phone number, scope and duration of project)

5.7 Section 7 – Distinguishing Characteristics (Available electronically):

Bidders are encouraged to identify their services' distinguishing characteristics, which should be reviewed. These characteristics may be beyond the scope of this project if the Bidder deems they would provide value to the long-term goals of Hamilton County.

5.8 Section 8 – Product Specifications, Literature, Illustrations:

Bidders must furnish complete specifications for each solution proposed. The specifications provided shall provide documentation sufficient to prove that the solution proposed meets the minimum requirements of this ITB, as provided in section 4.14. Bids without sufficient documentation may be considered incomplete.

BID COVER SHEET
CMSNet New Goods & Services
ITB 095-09

Vendor Name:

Vendor Address:

Administrative Contact
Info:

Name:

Address:

Telephone:

Fax:

E-mail:

Technical Contact Info:

Name:

Address:

Telephone:

Fax:

E-mail:

Signature of Authorized Representative

Title of Authorized Representative

Date

The proposed cost of fifty (50) computer workstations as specified in item 01 of section 4.14, which includes the required hardware, software, inside delivery, and warranty/insurance described in this ITB is:

\$

ATTACHMENT B

Attachment B
COST SHEET
 ITB 095-09 CMSNet Network Goods & Services

Reference Number from Specifications	REQUIRED	Proposed Items Add rows as Necessary	Manufacturer Warranty Period	YEAR 1 Per unit purchase price	YEAR 2 Maximum percent increase (decrease) over YEAR 1 price	YEAR 3 Maximum percent increase (decrease) over YEAR 2 price	YEAR 4 Maximum percent increase (decrease) over YEAR 3 price	YEAR 5 Maximum percent increase (decrease) over YEAR 4 price
01	Desktop Systems							
01 A	Y	Desktop Workstation – Small Form Factor						
01 B	Y	Desktop Workstation – Minitor						
01 C	Y	Desktop Workstation – Ultra-slim form factor						
01 D	Y	Power Workstation						
02	Laptop Systems							
02 A	Y	Notebook Computer						
02 B	Y	Notebook Computer other models						

02 C	Y	Tablet Computer																		
03	Desktop System Accessories																			
03 A	Y	Memory (for new computers)																		
03 B	Y	Memory (for existing computers)																		
03 C	Y	DVD-RW and CD-RW/DVD drives																		
03 D	Y	Graphic Cards																		
03 E	Y	Keyboards and Mice																		
03 F	Y	Fingerprint Readers																		
03 G	Y	Network Adapters																		

03 H	Y	Surge Protectors									
03 I	Y	Speakers									
04	Notebook Computer Options & Accessories for proposed solutions										
04A	Y	Memory (512MB)									
04B	Y	Memory (1GB)									
04C	Y	Docking Stations									
04D	Y	AC Adapters									
04E	Y	Batteries									
04F	Y	Accident/Damage Protection Warranty – 3 years									

04G	Y	Carrying Case								
05	Notebook Computer Options & Accessories for proposed solutions									
05A	Y	Memory (512MB)								
05B	Y	Memory (1GB)								
05C	Y	Docking Stations								
05D	Y	AC Adapters								
05E	Y	Batteries								
06	Network Cameras									
06	Y	Network Camera								
07	Storage Devices									

07A	Y	DVD-RW (external w/ USB cable)								
07B	Y	External Drive Device Options								
07C	Y	NAS Server								
08	Media Devices									
08	Y									
09	Monitors									
09	Y									
10	Printers									
10A	Y	Laser Printers								
10B	Y	All-in-One, Multi-functional Printers								

10C	Y	Ink Jet Printers										
10D	Y	Dot Matrix Printers – High Speed										
10E	Y	Dot Matrix Printers – Medium Speed										
10F	Y	Epson Receipt/Journal Printer										
10G	Y	Label Printer										
10H	Y	Seiko Label Printer										
11	Jet Direct (or Equivalent)											
11	Y	Jet Direct										
12	Printer Accessories and Supplies											

12 A	Y	Printer Accessories for HP Printers								
12 B	Y	Printer Accessories for LexMark Printers								
12 C	Y	Other Printer Supplies								
12 D	Y	Maintenance Kits (for existing printers)								
12 E	Y	Toner for HP P4515X								
13	Scanners									
13 A	Y	Flatbed Document Scanners with ADF								
13 B	Y	Document Scanner Fujitsu fi-5750 C with VRS (or current replacement model)								
13 C	Y	Document Scanner Fujitsu fi-6140 C (or current replacement model)								

13 D	Y	Document Scanner Fujitsu fi-5530 C2 (or current replacement model)								
13 E	Y	Scanner Controller								
13 F	Y	SCSI cables								
13 G	Y	Handheld Laser Scanner								
13 H	Y	Wand Barcode Readers								
14	File Servers and Accessories									
14 A	Y	File Server – Entry Level (rack, tower)								
14 B	Y	File Server (rack, tower)								
14 C	Y	File Server Memory								

14 D	Y	UPS								
14 E	Y	File Server – Castelle								
14 F	Y	Tape Cartridges								
15	Switches									
15 A	Y	Switches								
15 B	Y	Workgroup Switches								
16	Wireless Access									
16 A	Y	Wireless Access Points								
16 B	Y	Radios								
17	Routers									

17	N	Routers								
18	Cables									
18	Y	Cables								
19	Software									
19 A	Y	Adobe Acrobat Std								
19 B	Y	Adobe Acrobat Pro								
19C	Y	Adobe Photoshop CS4								
19 D	Y	Corel WinZip Std								
19 E	Y	Corel WordPerfect Office Std								

19 F	Y	Intervideo WinDVD								
19 G	Y	Microsoft Office Std								
19 H	Y	Microsoft Office Pro								
19 I	Y	Microsoft Visio Std								
19 J	Y	Microsoft Visio Pro								
19 K	Y	Microsoft Word								
19 L	Y	Microsoft Server Std 2008								
19 M	Y	Microsoft Server Enterprise 2008								

19 N	Y	Microsoft Windows Server CAL 2008 (device & user)								
19 O	Y	Microsoft Windows Terminal Server CAL								
19 P	Y	Microsoft Visual Studio Std								
19 Q	Y	Microsoft Visual Studio Pro								
19 R	Y	Nuance Omnipage Pro								
19 S	Y	Nuance PDF Creator								
19 T	Y	Symantec pcAnywhere Host and Remote Std								
19 U	Y	Websense Express, Web Filter								

19 V	Y	Symantec EndPoint Protection – New Licenses								
19 W	Y	Symantec EndPoint Protection - Annual Basic Maintenance								
19 X	Y	Symantec Mail Security – New Licenses								
19 Y	Y	Symantec Mail Security – Annual Basic Maintenance								
19 Z	Y	Numara FootPrints Renewal								
20	Y	Consultation – Hourly Rate								

ATTACHMENT C

QUESTIONNAIRE
FOR CMSNET NETWORK GOODS & SERVICES
ITB 095-09

The following questions MUST be answered by all Bidders.

For questions with "A" only as an option, please respond in written form. Please circle "Y" or "N" for each question with those options. Any Bidder wishing to provide additional explanation to questions with only "Y" or "N" options may circle "A" and provide additional detail. All written format answers should be answered on a separate page with the question number clearly indicated.

A	1.	How does Bidder propose to provide support services, if necessary, during the Acceptance Period? (i.e. hotline number, by whom, where located, hours available)
A	2.	How does Bidder propose to provide support, if necessary, for products purchased during Warranty Period after acceptance? (i.e. hotline number, by whom, where located, hours available)
A	3.	Explain the process for County to obtain quotes, place orders, and track orders. (i.e. Bidder's website, e-mail, telephone, fax)
A	4.	Provide the average time for delivery of proposed Desktop Workstations, Notebook Computers, and Fileservers.
A	5.	Explain how proposed Desktop Workstations, Power Workstations, and Notebooks qualify for the "Designed for Windows" logo.
A	6.	Explain how proposed Desktop Workstations and Power Workstations support Hamilton County's desire to reduce the total cost of ownership.
Y N A	7.	Do proposed Desktop Workstations, Power Workstations, and Notebooks ship with Microsoft Windows XP Pro installed and configured?
A	8.	What is the product change notification process (# days in advance) for Desktop Workstations, Power Workstations, Notebooks, and Fileservers.
A	9.	What desktop management tools ship with Desktop Workstations, Power Workstations, and Notebooks at no additional cost?