



HAMILTON COUNTY PURCHASING DEPARTMENT

Purchasing Department

138 East Court Street, Room 507
Cincinnati, Ohio 45202
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Assistant County Administrator:
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County Administrator:
Patrick Thompson

Director of Purchasing:
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Board of County Commissioners:
David Pepper
Todd Portune
Gregory Hartmann

DATE OF ISSUANCE: **March 23, 2010**

INVITATION TO BID (ITB) NUMBER: **026-10**

INVITATION TO BID (ITB) NAME: **Pager Service**

BID ENDING DATE:	April 15, 2010
Deadline for Receiving Final ITB Questions:	April 7, 2010
Deadline for Receiving Final ITB Answers:	April 9, 2010
Date of Pre-Bid Conference: • Time: • Location:	None Scheduled
SMALL BUSINESS GOAL:	0%

Electronic proposals will be received through BidSync or Paper 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/>.

Responders can register with BidSync, formally RFP Depot, by calling 1-801-765-9245 or by visiting the website at www.bidsync.com. The fee for this service is \$30.00 per calendar year. For this fee, you will receive notification of all postings made by Hamilton County for the commodity selections you have made.

If you need **HELP** preparing an electronic response please feel free to contact Bid Sync Supplier support @ 1-800-990-9339 ext #1.

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. **If responding electronically and submitting a bond or check, the actual bond or check must be received by 11:00 a.m. at the bid ending date and delivered to Hamilton County Purchasing 138 East Court Street Suite 507 Cincinnati, Ohio 45202.** 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 Sheriff's Department
Street Address:	11021 Hamilton Ave.
City:	Cincinnati
State:	Ohio
Zip Code:	45231

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. **(If applicable)** 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."

17. Employment Opportunities, vendor's who are awarded bids are required to submit all employment opportunities to Super Jobs: please log on to: www.superjobs.com go to the "Employers" tab and scroll down to "job-order-form". Once you have completed the form, please send it to: Business.services@superjobs.com or you can fax the forms to: 513-458-3341 attention C. Walters.

If you need further assistance, please contact: Chuck Walters-Business Services Manager at 513-458-6599 or cwalters@superjobs.com.

18. The bid tabulation that is entered in the system is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review. The awarded bid tabulation will be the final version of the bid results.

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 on behalf of the Sheriff's Department is accepting electronic or sealed bids for Pager Services. 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 Pager Service, as defined hereafter. The details of the Pager Service needed are further defined in **Section 4.0, Requirements and Specifications**.

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:

**Jill Williams, PSCM-C- Purchasing Agent
Hamilton County Purchasing Department
138 East Court Street, Room 507
Cincinnati, Ohio 45202**

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

HAMCOPurchasingQuotes@hamilton-co.org

(Bid number 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

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

or

Faxing to: Jill Williams 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 **April 7, 2010 at 12:00 P.M. EST**. The final responses will be e-mailed or faxed on **April 9, 2010** 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 **April 7, 2010 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 submitting their bids electronically must submit their bid through Bid Sync by 11:00 a.m. EST on **April 15, 2010**. Bidders who are submitting a paper copy of their bid must mail or deliver **one (1) original copy** and **two (2) 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 April 15, 2010**. Sealed bids must be delivered prior to the time of the bid opening or they will be rejected. All bids must reference **ITB #026-10- Pager Service**. 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 **two (2) years with one (1) year optional renewal period**. 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: 513-946-44720**

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, 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 contracted by Bidder, under this agreement 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 the 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
- \$1,000,000 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
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement

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 this section 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

Self Insured Retention Deductible
\$10,000

4.0 REQUIREMENTS AND SPECIFICATIONS

The intent of this ITB is to secure pricing for a **two (2) year term with one (1) year optional renewal**. Bidders must submit proposals for the specified term.

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 for the bid 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.

Specifications

Hamilton County Sheriff's Department is in need of one way alpha numeric with voice message capability pager services with network coverage available 24/7 within 200 miles of Cincinnati, Ohio. The paging system must be compatible and allow messages to be sent from Microsoft programs, specifically Microsoft Outlook. Customer service must be available within a 25 miles radius of street address 11021 Hamilton Avenue, Cincinnati, Ohio 45231, to exchange, repair or upgrade a pager within 24 hours of being contacted. A help desk should be available 24/7 and available via local telephone service in the 513 area code. Invoice for services is to be done on a quarterly or bi-annual basis for active pagers only. It is expected, but not guaranteed, the Patrol Division will utilize 65 pagers.

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 bid number, name and date. See page 2 of this document.

5.2 Section 2 – Cost Sheet/Line Items:

For electronic bids- do not submit a cost sheet. Fill out the line items electronically through Bid Sync.

If submitting a paper bid, 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.

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 a contact name, address, and phone number.
- **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
- Surety Bond Form (if applicable)
- Questionnaire (if applicable)
- Cost Sheet (**Attachment A**)
- 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.

**ITB# 026-10- Pager Services
Attachment A- Cost Sheet**

	Initial Term- 2 years	Optional Renewal- Year 1
Pager Service	\$	\$

Name of Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of Contact: _____

Phone: _____ Fax: _____

E-mail: _____

Signature: _____ Date: _____