



LUCAS COUNTY OHIO  
INVITATION TO BID  
REMOTE TELEMETRY UNITS

SANITARY ENGINEER	13-006P
COUNTY AGENCY	BID NUMBER

MARCH 21, 2013 AT 2:00 PM (local time)  
DATE AND TIME OF BID OPENING

**BIDDER MUST COMPLETE THE FOLLOWING:**

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

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

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

ADDRESS \_\_\_\_\_

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

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

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

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

The Lucas County Board of Commissioners is seeking bids for **Remote Telemetry Units**.

Any bidder submitting a bid must submit a completed bid following the procedure outlined in this Invitation to Bid (ITB) no later than **March 21, 2013 at 2:00 PM (local time)**. All of the sections applicable in the Invitation to Bid shall be read so as to give meaning to all such provisions. However, when there is a conflict in the interpretation between a specification in the Invitation to Bid and sections, the specification in the Invitation to Bid shall take precedence.

**1.0 Legal Framework**

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

**2.0 Bid Opening**

The bid opening is scheduled for **March 21, 2013 at 2:00 PM (local time)**. All sealed bids received after this time and date, for any reason, will be rejected. The opening of the sealed bids will take place at the Lucas County Support Services, Purchasing Division, One Government Center, Suite 480, Fourth Floor, Toledo, Ohio 43604-2247

**3.0 Bid's Bid Bond Requirement**

A bid bond in the amount of **Five Per Cent (5%) of the Total Bid** must be included with each bid or be disqualified. The bond is to be in the form of a surety bond, certified check, cashier's check, or money order from a solvent bank, or savings and loan association with the Lucas County Board of Commissioners identified as the obligee. Bonds will be returned to unsuccessful bidders within thirty days of contract award. Bonds will be returned to the successful bidder within 30 days of receipt of goods.

**4.0 Pre-Bid Conference**

<input type="checkbox"/>	Applicable if box is checked
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**No Pre-Bid Conference is scheduled for this ITB.**

**5.0 Prevailing Wage**

<input type="checkbox"/>	Applicable if box is checked
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**Prevailing Wage does not pertain to this ITB.**

**6.0 Administrative Requirements**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**7.0 Contract Administration**

The Lucas County Purchasing Department will administer the contract.

**8.0 Bid Evaluation Criteria and Award**

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

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

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

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

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

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

**10.0 Equal Opportunity Provisions Required**

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

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

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

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

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

#### **11.0 Insurance Requirements**

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

#### **12.0 Contract Term and Extension**

The successful bidder's Support Services and Implementation Work Plan submission may define the term of the resulting contract. The exact contract commencement date, completion date, and option periods will be set forth in the contract and resolution approving the contract as adopted by the Lucas County Board of Commissioners.

#### **13.0 Invoices**

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

Invoices must include the following:

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

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

**14.0 Assignment/Subcontractor**

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

**15.0 Taxes**

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

**16.0 Permits/Codes**

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

**17.0 Compliance with the Law**

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

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

#### 18.0 Pricing

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

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

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

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

#### 19.0 Termination for Convenience

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

#### 20.0 Termination for Default

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

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

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

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

**22.0 Performance Requirements**

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

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

**23.0 Indemnification**

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

**24.0 Non-Appropriation of Funds**

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

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

**25.0 Co-Op Opportunities**

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

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

COUNTY OF LUCAS CONTRACTOR INSURANCE

21 INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. INDEMNITY

22.1 PROFESSIONAL LIABILITY

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

22.2 NON-PROFESSIONAL LIABILITY

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

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

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

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

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

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

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

**SECTION A - AFFIDAVITS**

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

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

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

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

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

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

Personal Property Taxes by the Lucas County Auditor.

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

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

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

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

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

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

(SEAL)

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

My Commission Expires:

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

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY AFFIDAVIT

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

SS

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

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

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

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

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

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

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

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

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

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

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

(Seal)

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

My Commission Expires:

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

NON-COLLUSION AFFIDAVIT

STATE OF OHIO,

COUNTY OF LUCAS, SS:

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

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

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

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

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

(SEAL)

My Commission Expires

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

NO FINDINGS FOR RECOVERY AFFIDAVIT

THIS FORM MUST BE COMPLETED IN ITS ENTIRETY AND NOTARIZED

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

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

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

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

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

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

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

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

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

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

(SEAL)

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

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

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

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

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

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





LUCAS COUNTY SWEATFREE AFFIDAVIT

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

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

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

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

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

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

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

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

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

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

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

**BIDDER:**

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

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

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

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

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

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

My Commission Expires:

\_\_\_\_\_

**SECTION B - SPECIFICATIONS & PRICING**

Lucas County Sanitary Engineer  
Pumping Station Alarm Monitoring Specifications  
**REMOTE TELEMETRY UNITS (RTU)**

**2013**

**Board of Lucas County Commissioners**

**Carol Contrada, President**

**Tina Skeldon Wozniak, Commissioner**

**Pete Gerken, Commissioner**

**Lucas County Sanitary Engineer**

**Jim Shaw, P.E.  
1111 S. McCord Road  
Holland, Ohio 43528  
419-213-2926  
[jshaw@co.lucas.oh.us](mailto:jshaw@co.lucas.oh.us)**

## A. Scope of Services

Furnish equipment, personnel, and labor required to install pumping station alarms (RTUs) at the sanitary sewer pumping stations noted below:

**Total of Thirty Two (32)** pumping stations (see Exhibit A):

- Air Cargo (11516 US 20A)
- Airport Triplex (9179 Airport Highway)
- Apple Blossom (2119 McIntosh Drive)
- Bentbrook Farms (5447 Sturbridge Road)
- Breckenridge (8101 Salisbury Road)
- Burlington (3005 Whitehouse Spencer Road)
- Crimson Hollow (8525 Stitt Road)
- Deerpointe (2211 Gradwohl Road)
- Eagle Creek (9723 Sylvania-Metamora Road)
- Fallen Timbers (7711 Stitt Road)
- Forest lakes (8900 West Bancroft Street)
- Fullers Creekside (6064 Villamar Road)
- Hidden Meadows (252 Meade Lane)
- High Oaks (4649 Cinnamon Lane)
- Inlands Court (2526 Inlands Court)
- Jerusalem Township #1 (835 Main Street)
- Jerusalem Township #2 (601 North Howard Road)
- Jerusalem Township #3 ( 12202 LaFontaine Drive)
- Jerusalem Township #4 (204 South Rialto Drive)
- Jerusalem Township #5 (965 Park Colony)
- Jerusalem Township #6 (478 North Howard Road)
- Kings Hollow (2601 North King Road)
- Lexington Glen (8750 Salisbury Road)
- Plumbrook (2923 Plumbrook Road)
- Riverhills (13 Riverhills Lane)
- Stitt Road ( 6950 Stitt Road)
- Stone Oak #2 (8527 Angola Road)
- Stoneridge Farms (8402 Angola Road)
- Sylvania/Herr (8902 Sylvania Avenue)
- Toledo Express (11149 Airport Highway)
- Wildewood (3500 South Point Court)
- Wolf Creek (7760 Airport Highway)

## **B. Scheduled Inspection**

It is recommended that prospective bidders attend a scheduled inspection and walk through presentation in order to inspect premises and familiarize themselves with the conditions of the sites prior to submitting a bid. Date and time for the scheduled inspection and walk through can be made by contacting: **Nathaniel Inkrott, P.E. at 419-213-2926 or [ninkrott@co.lucas.oh.us](mailto:ninkrott@co.lucas.oh.us).**

## **C. Basis for Selection**

1. Bidder shall have at least five (5) years' experience in pumping station alarms, installation and monitoring.
2. Bidder's past projects of this nature
3. Bidder's ability to provide equipment and install in a timely manner
4. Comprehensiveness and quality of bid
5. Cost proposal

## **D. Alarm monitoring Remote Telemetry Units (RTUs)**

**Minimum of eight (8) digital and two (2) analog  
Alarms (or as approved by the Lucas Co Sanitary Engineer)**

**Pump 1 running  
Pump 2 running  
Wet Well Level (High)  
Wet Well Level (Low)  
Phase Power  
Temperature  
Back up Floats  
Motor Overload**

## **E. Additional Details**

**Communications via cellular system  
Battery Back-up (24 hours)  
Instant notification of alarms and ability to acknowledge via internet, phone and on-site  
Lightning protection and ability to function in adverse weather conditions  
Polling time minimum 5 minutes  
External Antennas  
Installer to fit in Pumping Stations (NEMA 1 enclosure)  
24/7 technical support for RTU unit  
Minimum one (1) year warranty  
3 years of cellular service shall be included  
Any/all additional cable needed shall be included in the price bid of the unit installation.  
Any details, elevations, layouts of the pump station sites will be made available upon request.**

## **F. Website (user friendly access from internet)**

**Password based with Lucas County employee access/control  
Show alarms, access, events and notifications (text, email...)  
Map of Pump Station sites**

## **G. Installation, Training and Startup**

**Provide cost per hour, including travel to install, set up and start up (M-F, 7:30a – 4pm)  
Provide estimate of hours and not to exceed cost based on number of hours to install.  
Inspection and installation coordinated with the Lucas County Sanitary Engineer's office.**

## COST PROPOSAL

<u>Description</u>	<u>Quantity</u>	<u>Total</u>
1. RTU	32 units x \$ per unit _____	= \$ _____
2. Cellular contract	3 years x \$ per year _____	= \$ _____
3. Installation, Training, Set up (with travel) – <u>at 2 units per day</u>		
Hours _____	x \$ per Hour _____	= \$ _____
Miles _____	x \$ per Mile _____	= \$ _____
TOTAL OF COST PROPOSAL: \$ _____		

Delivery Time (with Installation) after Notice to Proceed: \_\_\_\_\_  
(Attach Proposed Schedule)

Please submit additional information to assist with the basis for selection as noted in Section C.

**EXHIBIT A**

**Air cargo PS (11516 US 20A, Swanton, Ohio 43558)**  
**(northeast corner of Sager Road and Air Cargo Parkway):**



**Airport Triplex (9179 Airport Highway, Springfield, Ohio 43542)**  
**(north side of Airport Highway, east of Crissey Road)**



**Apple Blossom PS (2119 McIntosh Drive, Holland, Ohio 43528)**  
**( east side of McIntosh Drive, south of Pilliod Road):**



**Bentbrook Farms PS (5447 Sturbridge Road, Sylvania, Ohio 43560)**  
**(south side of Sturbridge Road, west of Farmington Road):**



**Breckenridge PS (8101 Salisbury Road, Monclova, Ohio 43537)**  
**(south side of Salisbury Road, west of Stone Wall Road):**



**Burlington PS (3005 Whitehouse Spencer Road, Swanton, Ohio 43558)**  
**(on Toledo Express Airport property, north of Maumee Western Road @  
Whitehouse-Spencer Road extended):**



**Crimson Hollow PS (8525 Stitt Road, Monclova, Ohio 43541)**  
**(west side of Wild Lily Lane, between Stitt Road and Queensridge Road):**



**Deerpointe PS (2211 Gradwohl Road, Toledo, Ohio 43617)**  
**(northwest corner of Bancroft Street and Gradwohl Road):**



**Eagle Creek (9723 Sylvania –Metamora Road, Sylvania, Ohio 43560)**  
**(south side of Sylvania-Metamora Road, east of Eagle Park Road):**



**Fallen Timbers PS (7711 Stitt Road, Monclova, Ohio 43566)**  
**(south east corner of Stitt Road and Timbers Boulevard):**



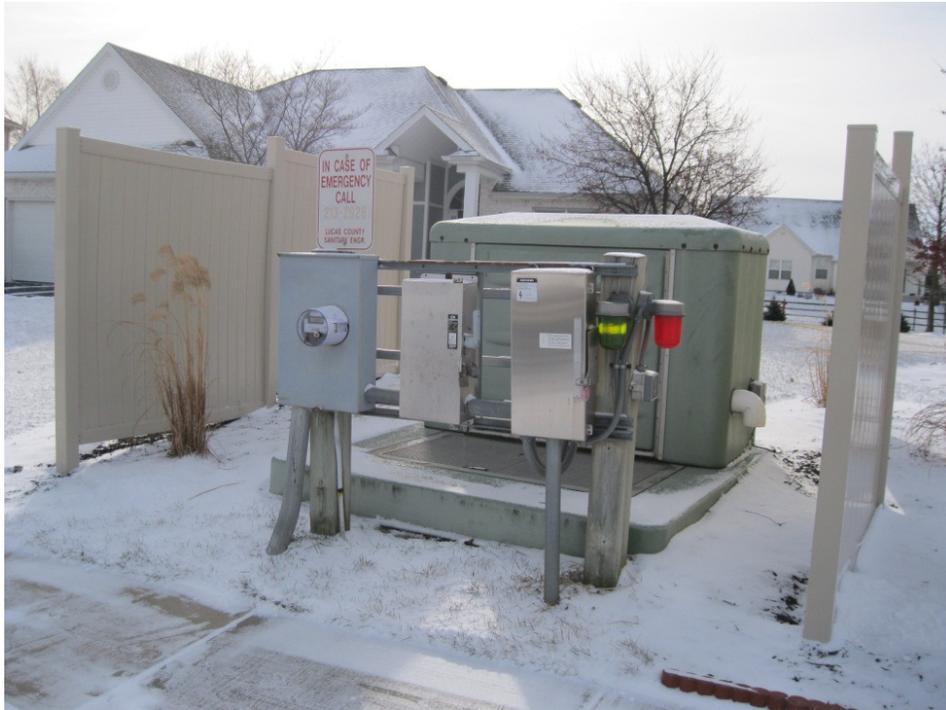
**Forest Lakes (8900 West Bancroft Street, Sylvania, Ohio 43560)**  
**(north side of Bancroft Street, east of Willow Pond Boulevard):**



**Fullers Creekside PS (6064 Villamar Road, Toledo, Ohio 43611)**  
**(east side of Villamar Road, northeast of Vistamar Drive):**



**Hidden Meadows PS (252 Meade Lane, Holland, Ohio 43528)**  
**(south side of Hidden Meadows, east of Lea Court ):**



**High Oaks PS (4649 Cinnamon Lane, Toledo, Ohio, 43560)**  
**(south side of Cinnamon Lane, east of Flanders Road):**



**Inlands Court PS (2526 Inlands Court, Ottawa Hills, Ohio 43615)**  
**(in cul-de-sac of Inlands Court):**



**Jerusalem Township #1 PS (835 Main Street, Jerusalem , Ohio 43412)**  
**(east side of Main Street at Greenwood Avenue):**



**Jerusalem Township #2 PS (601 North Howard Road, Jerusalem, Ohio 43412)**  
**(southeast corner of Howard Road and Marias Road):**



**Jerusalem Township #3 (12202 LaFontaine Drive, Jerusalem, Ohio 43412)**  
**(northeast corner of Van Dyke Road and LaCourse Road):**



**Jerusalem Township #4 PS (204 South Rialto Drive, Jerusalem, Ohio 43412)**  
**(northwest corner of Van Dyke Road and Rialto Road):**



**Jerusalem Township #5 PS (965 Park Colony, Jerusalem, Ohio 43412)**  
**(southwest corner of Park Colony Boulevard and Lake Way Drive):**



**Jerusalem Township #6 PS (478 North Howard Road, Jerusalem, Ohio 43412)**  
**(southeast corner of Galbraith Road and Howard Road):**



**Kings Hollow PS (2601 North King Road, Toledo, Ohio 43615)**  
**(northwest corner of King Road and Hollow Creek Drive):**



**Lexington Glen** (8750 Salisbury Road, Monclova, Ohio 43542)  
(northeast corner of Salisbury Road and Lexington Glen Boulevard):



**Plumbrook PS** (2923 Plumbrook Road, Monclova, Ohio 43537)  
(north side of Plumbrook Drive, north of Hickory Hill Road):



**Riverhills PS (13 Riverhills Lane, Sylvania, Ohio 43623)**  
**(west side of Riverhills Lane):**



**Stitt Road PS (6950 Stitt Road, Waterville, Ohio 43566)**  
**(southeast of the Anthony Wayne Trail, northwest of Little Turtle Drive):**



**Stone oak #2 PS (8527 Angola Road, Springfield, Ohio 43528)  
(north of Angola Road @Broadmoor Boulevard):**



**Stoneridge Farms PS (8402 Angola Road, Holland, Ohio 43528)  
(southwest corner of Angola Road and Pimlico Park Road):**



**Sylvania/Herr** (8902 Sylvania Avenue, Springfield, Ohio 43542)  
(north side of Sylvania Avenue at Herr Road):



**Toledo Express PS** (11149 Airport Highway, Swanton, Ohio 43558)  
(southwest corner of the intersection of Airport Highway and terminal):

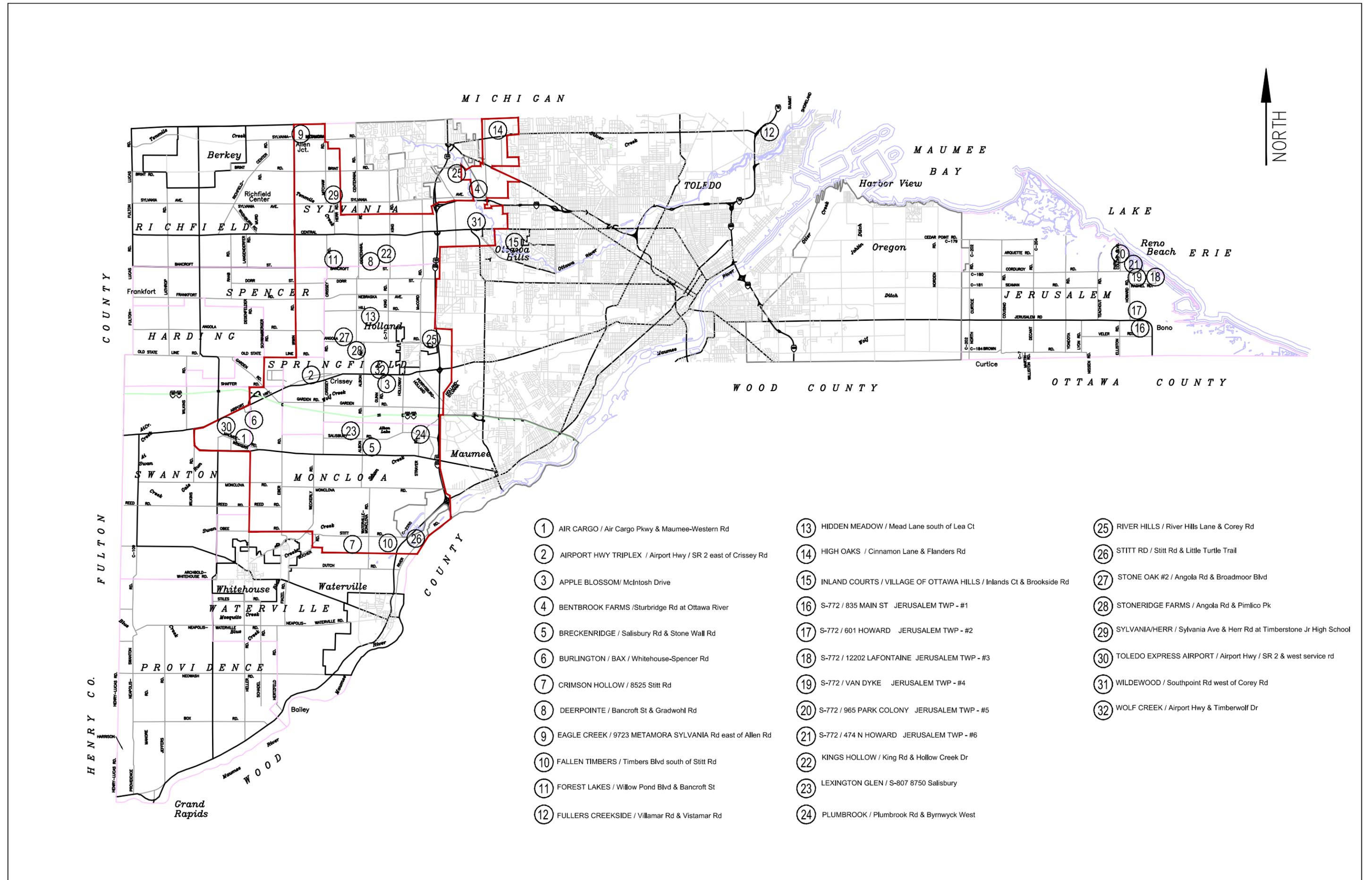


**Wildewood PS (3500 South Point Road, Toledo, Ohio 43615)**  
**(at the end of South Point Road, in the the cul-de-sac):**



**Wolf Creek PS (7760 Airport Highway, Holland, Ohio 43528)**  
**(northeast corner of Airport Highway and Timberwolf Drive):**





- ① AIR CARGO / Air Cargo Pkwy & Maumee-Western Rd
- ② AIRPORT HWY TRIPLEX / Airport Hwy / SR 2 east of Crissey Rd
- ③ APPLE BLOSSOM/ McIntosh Drive
- ④ BENTBROOK FARMS /Sturbridge Rd at Ottawa River
- ⑤ BRECKENRIDGE / Salisbury Rd & Stone Wall Rd
- ⑥ BURLINGTON / BAX / Whitehouse-Spencer Rd
- ⑦ CRIMSON HOLLOW / 8525 Stitt Rd
- ⑧ DEERPOINTE / Bancroft St & Gradwohl Rd
- ⑨ EAGLE CREEK / 9723 METAMORA SYLVANIA Rd east of Allen Rd
- ⑩ FALLEN TIMBERS / Timbers Blvd south of Stitt Rd
- ⑪ FOREST LAKES / Willow Pond Blvd & Bancroft St
- ⑫ FULLERS CREEKSIDE / Villamar Rd & Vistamar Rd
- ⑬ HIDDEN MEADOW / Mead Lane south of Lea Ct
- ⑭ HIGH OAKS / Cinnamon Lane & Flanders Rd
- ⑮ INLAND COURTS / VILLAGE OF OTTAWA HILLS / Inlands Ct & Brookside Rd
- ⑯ S-772 / 835 MAIN ST JERUSALEM TWP - #1
- ⑰ S-772 / 601 HOWARD JERUSALEM TWP - #2
- ⑱ S-772 / 12202 LAFONTAINE JERUSALEM TWP - #3
- ⑲ S-772 / VAN DYKE JERUSALEM TWP - #4
- ⑳ S-772 / 965 PARK COLONY JERUSALEM TWP - #5
- ㉑ S-772 / 474 N HOWARD JERUSALEM TWP - #6
- ㉒ KINGS HOLLOW / King Rd & Hollow Creek Dr
- ㉓ LEXINGTON GLEN / S-807 8750 Salisbury
- ㉔ PLUMBROOK / Plumbrook Rd & Byrnwyck West
- ㉕ RIVER HILLS / River Hills Lane & Corey Rd
- ㉖ STITT RD / Stitt Rd & Little Turtle Trail
- ㉗ STONE OAK #2 / Angola Rd & Broadmoor Blvd
- ㉘ STONERIDGE FARMS / Angola Rd & Pimlico Pk
- ㉙ SYLVANIA/HERR / Sylvania Ave & Herr Rd at Timberstone Jr High School
- ㉚ TOLEDO EXPRESS AIRPORT / Airport Hwy / SR 2 & west service rd
- ㉛ WILDEWOOD / Southpoint Rd west of Corey Rd
- ㉜ WOLF CREEK / Airport Hwy & Timberwolf Dr

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



ADDITIONAL RESPONSE AREA

## IMPORTANT NOTE

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

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

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

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

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

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

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