Lake County, Ohio

Request for Sealed Bids for the following:

PRINTER, COPIER, AND MFP MANAGEMENT

Issued by the:

Lake County Commissioners

In conjunction with the Lake County Information Technology Department

Lake County, Ohio

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TABLE OF CONTENTS

RESPONSE CHECKLIST **1**

MANDATORY DATES 1
RESPONSE PACKETS MUST INCLUDE 1

SECTION 1 - INSTRUCTIONS TO BIDDERS **2**

1.0 REQUEST FOR SEALED BIDS TITLE 2
1.1 PURPOSE 2
1.2 INTRODUCTION 2
1.3 ELIGIBLE BIDDER CRITERIA 2
1.4 TIMETABLE 3
1.5 BIDDERS' CONFERENCE PROCEDURE 3
1.6 PUBLICITY 4
1.7 COMMUNICATION RESTRICTION 4
1.8 INQUIRIES 4
1.9 DAMAGES FOR FAILURE TO ENTER INTO CONTRACT AND PROVIDE PERFORMANCE BOND 5

SECTION 2 - STATEMENT OF WORK **6**

2.0 GENERAL 6
2.1 BACKGROUND INFORMATION 6
2.2 EQUIPMENT BACKGROUND AND EQUIPMENT USAGE AND PAGE COUNTS 7

SECTION 3 - GENERAL SYSTEM REQUIREMENTS **8**

3.0 SCOPE OF THIS PROJECT 8
3.1 INSTALLATION CONSIDERATIONS 8
3.2 VIRUS SECURITY 8
3.3 INNOVATIONS, ACCESSORIES AND ENHANCEMENTS 9

SECTION 4 - BID FORMAT AND SUBMITTAL **10**

4.0 INTRODUCTION 10
4.1 BID BOND 11
4.2 FORM OF BID STATEMENT 11
4.3 EXECUTIVE SUMMARY 11
4.4 BIDDER PROFILE 11
4.5 REFERENCES 12
4.6 PROGRAM OVERVIEW 12
4.7 COST SUMMARY FORM 12
4.8 PRICE DIFFERENCES FOR MULTIPLE YEAR CONTRACTS 12
4.9 IMPLEMENTATION SCHEDULE 12
4.10 EXCEPTIONS 12
4.11 PROOF OF INSURANCE 12
4.12 DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT 13
4.13 BUY OHIO DISCLOSURE STATEMENT 13
4.14 NON-COLLUSION AFFIDAVIT 13
4.15 CAMPAIGN CONTRIBUTIONS AFFIDAVIT 13
4.16 DECLARATION REGARDING MATERIAL ASSISTANCE/NO ASSISTANCE TO A TERRORIST ORGANIZATION AFFIDAVIT 13
4.17 UNRESOLVED FINDINGS FOR RECOVERY 13

SECTION 5 - EVALUATION AND SELECTION **14**

5.0 EVALUATION OF PROPOSALS 14
5.1 THE EVALUATION PROCESS 14

SECTION 6 - TERMS AND CONDITIONS **16**

6.0 THE CONTRACT 16
6.1 PRIME BIDDER RESPONSIBILITIES 16
6.2 RELATED CONTRACTS 16
6.3 TIME OF PERFORMANCE 16

6.4 Terms and Conditions 17
6.5 Record Keeping Requirements 17
6.6 Entire Agreement 17
6.7 Conflicts of Interest 18
6.8 Headings 18
6.9 Governing Law - Severability 18
6.10 Compliance with the Law 18
6.11 Responsibility for Claims 19
6.12 No Additional Waiver Implied 19
6.13 Default by the Bidder 19
6.14 Bidder Limitation of Liability and Remedies 20
6.15 Indemnity 20
6.16 Assignment 21
6.17 Cancellation of Contract 21
6.18 Ownership 22
6.19 Travel Expenses 22
6.20 Method of Purchase / Billing 22
6.21 Standards of Performance and Acceptance 23
6.22 Equal Employment Opportunity 24

SECTION 7 – MINIMUM REQUIREMENTS 25

SECTION 8 – BID RESPONSE COST SUMMARY 27

ATTACHMENTS – REQUIRED FORMS 28

1 Cover Page for Bid Document .....
2 Delinquent Property Taxes Affidavit .....
3 Buy Ohio Information .....
4 Non-Collusion Affidavit .....
5 Campaign Contributions Affidavit .....
6 Certificate as to Corporate Principal .....
7 Civil Rights Compliance .....
8 Bidder Qualifications .....
9 Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization .....

RESPONSE CHECKLIST

LAKE COUNTY PRINTER, COPIER, AND MFP MANAGEMENT

This checklist is provided as a guide to assist in assembling a response to this request for Sealed Bids. Refer to ***Section 1 –Instructions To Bidders*** and ***Section 4 – Proposal Format and Submittal*** for additional information.

Mandatory Dates

_____ Attend the mandatory Bidders' conference on ***Wednesday, August 12, 2009 at 11:00 A.M.***
_____ Submit Sealed Bid by 11:00 A.M. local time, ***Wednesday, August 26, 2009.***

Sealed Response Packets Must Include

_____ 5% bid bond
_____ 3 copies of the proposal which include the following:

- _____ Form of bid statement as the first page (*Attachment #1)*
- _____ Executive summary *(See Section 4.3 for explanation)*
- _____ Bidder profile *(See Section 4.4 for explanation)*
- _____ References *(See Section 4.5 for explanation)*
- _____ Program overview *(See Section 4.6 for explanation)*
- _____ Completed copy of the bid response cost summary *(Section 8)*
- _____ Recommendations for support and maintenance
- _____ Exceptions to the request for proposal
- _____ Required forms – (listed on page 28 – see Attachments)

SECTION 1 - INSTRUCTIONS TO BIDDERS

1.0 Request for Proposals Title

Request for Printer, Copier, and MFP Management for Lake County, Ohio.

1.1 Purpose

The Board of County Commissioners ("Board") of Lake County, Ohio on behalf of the Lake County Information Technology Department ("IT Dept.") is issuing this Request for Sealed Bids to select a Bidder to maintain the county's fleet of printers, copiers, and multifunction printers ("MFPs"). The intent is to outsource management of these devices such that the overall cost is lower than the county performing this service internally. The management service is to include maintenance service, preventive maintenance, and consumables. Although the county is flexible with the billing structure, it prefers a pay by the page fee structure that includes all costs.

1.2 Introduction

BIDDERS SHALL THOROUGHLY INVESTIGATE THIS DOCUMENT IN ORDER TO PROVIDE SUFFICIENT INFORMATION IN THEIR SEALED BIDS FOR TOTAL EVALUATION. THIS REQUEST FOR SEALED BIDS PROVIDES AN ESTIMATE OF REQUIREMENTS. **NO GUARANTEE IS MADE OF ANY SPECIFIC AMOUNTS TO BE PURCHASED.**

ANY CONTRACT PURSUANT TO THESE BID SPECIFICATIONS SHALL BE AWARDED TO THE LOWEST AND BEST BIDDER. THE BOARD OF LAKE COUNTY COMMISSIONERS RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS FOR ANY REASON, AND WAIVE TECHNICALITIES IN ANY BIDS.

1.3 Eligible Bidder Criteria

Bidders wishing to be considered for award must:

1. Attend the Pre-Bid Bidders' Conference on *Wednesday, August 12, 2009 at 11:00 A.M.;*
2. Submit a Sealed Bid proposing a solution that meets these specifications by *11:00 A.M. Wednesday August 26, 2009*;
3. Submit a bid bond in the amount of five percent (5%) of the total bid with the response by *Wednesday August 26, 2009 at 11:00 A.M.;*
4. Complete and submit all forms required in the attachments at the end of this document;
5. Sign the contract within 30 days of award.

1.4 Timetable

The timetable listed below contains firm and anticipated deadlines. The anticipated deadlines are to be viewed only as projected time frames.

Firm Dates, No Extensions

Request for Sealed Bids Issued	Friday, July 31, 2009
Bidders' Pre-Bid Conference	Wednesday, August 12, 2009 at 11:00 A.M.
Last Day for Bid Questions	Wednesday, August 19, 2009 at 4:30 P.M.
Sealed Bids Due and Bid Opening	Wednesday, August 26, 2009 at 11:00 A.M.

Anticipated Dates (subject to change)

Potential Site Visits and reference checking	Beginning Monday, August 31, 2009
Bidder Selection	Thursday, September 10, 2009
Execution of Contract / Purchase Order	Week of September 14, 2009
Program Commencement	Thursday, October 1, 2009

* The County and the Bidder will jointly agree upon the dates that best meet the needs and schedules of the County with respect to property tax deadlines and settlements.

1.5 Bidders' Conference Procedure

The County will hold a Pre-Bid Bidders' Conference on ***Wednesday, August 12, 2009 at 11:00 A.M.*** The Bidders' Conference will be held in the Lake County Administration Building, Lower Level Assembly Room, 105 Main Street, Painesville, Ohio 44077. **In order to be eligible to submit a Sealed Bid, an authorized representative from each Bidder desiring to Bid shall attend and register at the Bidders' Conference.**

It is the County's intent to answer all questions asked by the Bidders at this Conference. Inquiries will be taken from the floor. However, the County may elect to respond to any or all questions in writing through a Bid Addendum. Any resulting modification(s) to the Bid requirements will be issued to the attendees only in the form of a Bid Addendum by Monday, August 24, 2009.

1.6 Publicity

Any use of or reference to this Request for Sealed Bids or the County by the Bidder to promote, solicit, or disseminate information regarding the scope of the Contract is prohibited, unless otherwise agreed to in writing by the County. Furthermore, the successful Bidder who is awarded the Contract for this installation will advise the County of any intention to use the County as a reference or in advertising before initiating any such action and the Bidder will secure an agreement in writing from the County. Failure to perform these arrangements will be considered a violation of this Contract for which the County may seek redress through a civil action.

1.7 Communication Restriction

Bidders shall not communicate with any member of the County's staff concerning this Request for Sealed Bids from its release date until a Bidder has been selected and a Contract executed, except by the method described in Section 1.8. If a Bidder attempts any unauthorized communication, the County may disqualify the Bidder from further participation in the Bid process and/or reject that Bidder's Bid.

1.8 Inquiries

Questions may be asked regarding the Request for Sealed Bids. The County will use its best effort to respond at the Bidders' Conference. All inquiries must be written and include the company name, address, and contact name followed by the question. These questions can either be mailed to Eric Folkman, Chief Information Officer, Lake County Information Technology Department, Lake County Administration Building, 105 Main Street, Painesville, Ohio 44077, e-mailed to eric.folkman@lakecountyohio.gov, or faxed to the attention of Mr. Folkman at (440) 350-2747. All questions and answers will be reviewed at the Bidders' Conference. Questions will be accepted until one week after the Bidders' Conference, or by 4:30 P.M. on August 19, 2009. All Bidder questions received after the Bidders' Conference, and the related County responses to those questions, will be distributed to all Bidders via e-mail. <u>No further questions concerning how to respond to the Request for Sealed Bids will be accepted or answered after 4:30 P.M. on August 19, 2009.</u>

1.9 Damages for Failure to Enter into Contract and Provide Performance Bond

The successful Bidder, upon failure or refusal to execute and deliver the contract and performance bond required within thirty (30) days after receipt of notice of the acceptance of the bid, shall forfeit to Lake County, as liquidated damages for such failure or refusal, the security deposited with its bid. Lake County shall have the right to expenditures for good cause shown.

SECTION 2 - STATEMENT OF WORK

2.0 General

It is the intent of the County to describe a complete and working system that is available at the time of the bid. If the description of the working system in the Bid specifications herein does not provide a complete working system which will work in a commercially reasonable manner, then any items omitted from the specifications herein must be provided as part of the Bidder's total not-to-exceed cost in order to deliver a maintenance program and be in compliance with the specifications. If the Bidder has products or recommendations that improve the program or exceed the requirements, it is to the benefit of the Bidder to include them in the proposal.

The Bidder selected must specify, as a single point of contact, all hardware, software and services needed to make a complete working program as described herein, which includes but is not limited to hardware, software, installation services, maintenance services and application support services, as required to meet the scope of the Request for Sealed Bids.

After award of the Contract, the selected Bidder must schedule a meeting with the County to confirm the implementation plan. All products proposed in response to this Request for Sealed Bids must be available at the time of Sealed Bid submission.

The anticipated system delivery and installation schedule is disclosed in Section 1.4 of this Request for Sealed Bids. The County may delay any delivery to a mutually agreeable time. All shipments of hardware and software by the Bidder shall be F.O.B. destination and delivered to the Lake County Information Technology Department, 105 Main Street, Painesville, Ohio 44077, ATTN: Eric Folkman.

2.1 Background Information

Lake County, located in Northeast Ohio along Lake Erie, encompasses 23 municipalities, villages and townships. The County was first organized in 1840 and includes 231 square miles and approximately 227,000 residents, based on the results of the 2000 Census. The County Seat is located in the City of Painesville, which is located about 30 miles northeast of downtown Cleveland.

Lake County employs roughly 2,100 full-time equivalent people, with many of them located in County facilities in Painesville. Some departments are located throughout the County with multiple locations. There are 45 departments in 25 different locations throughout the county, with most of them in Painesville. Most departments operate 8:00AM-4:30PM Monday through Friday. Most of the devices are in the Painesville locations. The Bidder should expect that service call requests could originate from all 45 departments.

2.2 Equipment Background

At a high level, the following bullet points summarize the printer, copier, and MFP fleet. A detailed inventory is provided as an attachment to this Request for Sealed Bids.

- There are about 700 devices
- 275 are networked; the rest are local
- 60 are ink-based, the rest are toner based
- There are roughly 110 copiers/MFPs
- The printers are primarily HP and Dell brand, but the county also has Xerox, Brother, Minolta, and others
- The copiers/MFPs are composed of Canon, Savin, Ricoh, Minolta, Sharp, and other brands
- All copiers/MFPs are on a service agreement where the county pays a monthly or quarterly maintenance fee that is based on a per page printed model. However, the existing Bidders have numerous per page rates that the county would like to consolidate.

2.3 Equipment Usage and Page Counts

The county does not have definitive and absolute records of total page counts. However, the following information should be deemed as a close approximation.

- Quantity of pages run through all printers for one year: 5.6 Million
- Quantity of pages run through all copiers and MFPs for one year: 4.1 Million
- For ease of discussion and calculation of bid bond, please assume 10 Million total pages for all devices for one year.

SECTION 3 - GENERAL SYSTEM REQUIREMENTS

3.0 Scope of this Project

Lake County is issuing a Request For Sealed Bids and is seeking bids for managing its printers, copiers and multifunction printers (MFPs). The management program will include the following aspects:

- Maintenance (parts, labor, and travel)
- Consumables
- Replacement as needed

At a minimum, the goal of this Request For Sealed Bids is to solicit bids for a total care program that charges on a fixed cost per page model for all laser printers, plotters, and ink based printers. As an option, the county seeks pricing to include all copiers and MFPs. Aside from the cost to the Bidder for this program, the county expects paper to be the only other printing expense.

It is desired to have one Bidder manage the equipment. However, it is also understood that it may not be feasible for one Bidder to support the variety of products currently installed. An equipment list is included with this Request For Sealed Bids. Every effort has been made to ensure that it thoroughly and accurately reflects the printer/copier/MFP inventory. However, please understand historically, these devices were not centrally acquired and managed. Therefore, the inventories may contain some inaccuracies.

3.1 Installation Considerations

All work performed by the Bidder will comply with all local, state and federal health and safety laws and regulations. If applicable, the Bidder is required to verify that their product is properly functioning on any newly installed lines.

3.2 Virus Security

The Lake County IT Department provides stringent antivirus protection for the entire network. The Bidder warrants that any computer used to connect to the Lake County Network (for installing drivers as an example) is free of viruses and other malware. Malware is defined as malicious software that detrimental to the operation of the Lake County Network. Furthermore, the Bidder warrants that any computer used to connect to the Lake County Network has updated virus and malware definitions.

3.3 Innovations, Accessories, and Enhancements

The County recognizes that many Bidders have distinguished themselves and their services through innovations. The County considers this an important element in the selection of a Bidder and solution, since these improvements reflect on the Bidder's commitment to their product, service, and to this market. Therefore, the Bidder should consider including such innovations in their Bidder Profile.

SECTION 4 - BID FORMAT AND SUBMITTAL

4.0 Introduction

These instructions describe the required format for a Bidder's proposal. The Bidder may include any additional information considered pertinent. An identifiable tab sheet shall precede each part for easy reference. The proposal submitted shall follow the same format as described below. All pages, except preprinted technical inserts, shall be sequentially numbered.

BIDDERS: PLEASE NOTE: Although the County prefers one Bidder, the County reserves the right to select separate Bidders for printers and also for the combined group of copiers and MFPs; or select one Bidder for both.

All materials submitted in response to this Request For Sealed Bids shall become the property of the County and may be returned only at the County's option. All submitted proposals shall be open to public inspection following official notification of the award of the resulting Contract.

Any Bid submitted must include the following:

1. A *bid bond* in the amount of five percent (5%) of the total bid;
2. The Bidder's "*Form of Bid Cover Page of Bidder's Proposal* (Attachment 1) as the first page of the proposal;
3. An *Executive Summary* in the form of a cover letter;
4. A *Bidder Profile;*
5. *Profiles* of the personnel expected to be assigned to this project, if Bidder is selected;
6. *References;*
7. A *program overview;*
8. A fully completed *cost summary form* (Section 8);
9. A section detailing any *exceptions to the Request For Sealed Bids*;
10. *Proof of insurance;*
11. Complete all required attachment forms.

Three (3) copies of each Bid must be submitted. Bidders may propose more than one solution in response to the Request For Sealed Bids, but each solution must be submitted as a separate Sealed Bid.

Sealed Bids are due no later than ***Wednesday, August267, 2009 at 11:00 A.M.*** Bids or unsolicited amendments to Bids received after ***Wednesday, August 26, 2009 at 11:00 A.M.*** will not be considered. Bidders mailing Bids should allow for normal mail time to ensure the timely receipt of their materials. Bids must be mailed or delivered. Electronically transmitted proposals of any kind (i.e. fax, e-mail, etc.) will not be accepted.

The bidder shall not be permitted to withdraw his bid after the date of the bid opening **unless, and only unless** the amount of the bid is substantially lower than the other bids **as a result of a clerical error**, **and** the bidder notifies the Board of Lake County Commissioners of the fact within two (2) days after the bids are opened.

Send all Sealed Bids to:

Board of Lake County Commissioners
Attn: Amy Elszasz, Clerk to the Commissioners
Lake County Administration Center
105 Main Street
Painesville, Ohio 44077

Please clearly mark the submission "Bid for Printer, Copier, and MFP Management" on the outside of the package.

4.1 Bid Bond

Submit a bid bond in the amount of five percent (5%) of the total of bid with the response.

4.2 Form of Bid Statement

The first page of the Bidder's Sealed Bid shall be a properly completed Form of Bid Cover Page of Bidder's Proposal *(Attachment 1)*.

4.3 Executive Summary

A brief description of the scope of services to be provided by the Bidder must be stated. A positive commitment assuring that the overall maintenance program implementation will be successful must be made. In addition, the Bidder must identify their philosophy of improving and maintaining this device fleet as well as how this will benefit the County, and ultimately, the taxpayers of Lake County. This cover letter should be signed by a representative authorized to legally bind the company, and must include the Bidder's main contact for contractual issues, the purchase order address and the tax identification number.

4.4 Bidder Profile

A description of the range of products and services relating to this project that are provided by the Bidder must be included. The length of time the proposed software has been available on the market, and the number of systems installed by the Bidder and their approximate size must be stated.

This section shall also include a description of the Contractor's experience relevant to this Request For Sealed Bids and **a current set of financial statements** prepared by the Bidder's independent auditor. In addition, if the Bidder is certified by a manufacturer for reselling, training, or any other function, proof of certification must be provided to substantiate certification.

4.5 References

ALL current clients of the proposed maintenance program are to be included in the Sealed Bid. References provided may be contacted by the County concerning the Bidder's services.

4.6 Program Overview

The Bidder must provide a narrative overview of the maintenance program as contained in the Bidder's response. In addition, the Bidder should state how this proposed program responds to the requirements identified in this Request For Sealed Bids.

4.7 Cost Summary Form

The Bidder must complete and submit Section 8 in its entirety. The total cost must be equal to the total cost of the Bid Statement in 4.2 above.

4.8 Price Differences for Multiple Year Contracts

Please indicate any discounts offered for multiple year contracts.

4.9 Implementation Schedule

The County estimates issuing a purchase order during the week of September 14, 2009. The Bidder will work with the County in determining the optimal implementation date. Once a time frame has been determined, the County requires the Bidder to respond with an anticipated implementation schedule that reflects their availability after this date.

4.10 Exceptions

Any exceptions to the Request For Sealed Bids must be clearly stated and must reference those sections concerned. **In particular, please state any brands and/or models that you cannot service or supply consumable items. Also, please recommend how the County would address the excepted items should your company be selected.**

4.11 Proof of Insurance

The Bidder shall provide proof of Workers' Compensation Insurance coverage. The Bidder also shall provide proof of Employees' Liability or Bidder's Insurance, or both.

4.12 Delinquent Personal Property Tax Affidavit

The Bidder shall complete and submit an affidavit concerning delinquent personal property taxes *(Attachment 2)*.

4.13 Buy Ohio Disclosure Statement

The Bidder shall complete and submit a Buy Ohio disclosure statement *(Attachment 3)*.

4.14 Non-Collusion Affidavit

The Bidder shall complete and submit an affidavit concerning non-collusion *(Attachment 4)*.

4.15 Campaign Contributions Affidavit

The Bidder shall complete and submit an affidavit concerning campaign contributions *(Attachment 5)*.

4.16 Declaration Regarding Material Assistance/No Assistance To a Terrorist Organization Affidavit

The Bidder shall complete and submit an affidavit concerning any affiliation with terrorist organizations *(Attachment 9)*.

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4.17 Unresolved Findings for Recovery

The County shall not award a contract to a Bidder against whom a finding for recovery has been issued by the Auditor of State if the finding is unresolved.

SECTION 5 - EVALUATION AND SELECTION

5.0 Evaluation of Bids

A committee of County personnel will evaluate the proposals. **The County reserves the right to reject any and all bids in whole or in part received in response to this request.** The evaluation committee may waive minor defects that are not material when no prejudice will result to the rights of any other Bidder or the public. In addition, the County reserves the right to waive any technical requirements.

5.1 The Evaluation Process

The Board of Lake County Commissioners will consider, among other items, the following factors in making its evaluation:

1. Total amount of the bid.
2. Technology proposed in the bid.
3. Service response time and agreements.

In addition, the Board of Lake County Commissioners also reserves the right to consider the contractor's integrity, past performance record, and financial/technical resources in making its decision as to what is the lowest and best bid.

The first phase of this process will be to review and confirm that all bids submitted comply with the format and content requirements specified in Section 4 of the Request For Sealed Bids. Some common elements that may constitute grounds for rejection of the Bidder's bid are as follows:

1. Failure to sign all copies of the proposal;
2. Failure to submit three (3) copies for evaluation purposes;
3. Failure to submit a cost for each and every item required;
4. Failure to submit the proposal by the deadline;
5. Sending the proposal with postage due;
6. Failure to submit required 5% bid bond,
7. Taking exception or proposing additions to the Contract terms, conditions, or requirements of the Request For Sealed Bids;
8. Taking exception to the mandatory technical terms, conditions, or requirements of the Request For Sealed Bids;
9. Failure to submit Proof of Insurance forms; or
10. Failure to comply with statutory requirements.

As described in **SECTION 4 – BID FORMAT AND SUBMITTAL**, the Bidder must entirely

complete and submit a bid bond, a “Form of Bid Cover Page of Bidder’s Proposal” as the first page of the Sealed Bid; executive summary, Bidder profile, references, program overview, cost summary, recommendations for support and on-going maintenance, implementation schedule, exceptions to the Request For Sealed Bids, proof of insurance, delinquent property taxes affidavit, non-collusion affidavit, campaign contributions affidavit, terrorist organization affiliation affidavit and Buy Ohio disclosure statement. If a Bidder fails to comply with any of these requirements, its Bid may be rejected.

The second phase of this process will be to evaluate the quality of the response and its proposed costs. The committee will review closely the required equipment and software and associated costs. Both the Bidder and its Bid will be examined to determine the capabilities of the company and the quality of the proposed program. Each section of the document will be examined closely. Creative recommendations that further enhance the quality of the proposal will be favorably noted.

Lastly, the committee will investigate references for work performed by the company. If the County determines that any of the references provided could not be contacted or verified, or the information obtained during the course of the verification process negates the responses of the Bidder's Bid, the County may reject the Bidder's Bid. Further, the committee may interview the Bidder’s service manager and possibly other personnel. The County may visit other locations that use the Bidder’s service. Additionally, the County may choose to invite a Bidder representative to the County to review the Bid and to ask questions about the Bidder’s response before a recommendation for award is made.

THE BID WILL BE AWARDED TO THE LOWEST AND BEST BIDDER. THE BOARD OF LAKE COUNTY COMMISSIONERS RESERVES THE RIGHT TO REJECT ALL BIDS FOR ANY REASON AND WAIVE TECHNICALITIES IN ANY BIDS.

SECTION 6 - TERMS AND CONDITIONS

6.0 The Contract

The Contract ("Contract") shall consist of the following in order of controlling priorities for priority in conflict between documents:

1. *Any addenda issued by the County;*

2. *The Request For Sealed Bids for Printer, Copier and MFP Management;*

3. *The selected Bidder's response document to the Request For Sealed Bids;*

4. *The executed agreement for hardware, software, training, and maintenance services between the selected Bidder and Lake County, Ohio;*

5. *The purchase order issued under the Contract.*

6.1 Prime Bidder Responsibilities

The selected Bidder shall assume responsibility for all services and the program offered in the Sealed Bid. Further, the County will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

6.2 Related Contracts

After award of the Contract, the Bidder shall not hire or use subcontractors not previously identified in the proposal without prior written approval from the County. Any contract must include "work made for hire" language for the benefit of ownership by Lake County, Ohio. No approval is required for the purchase of articles, supplies, components, or the procurement of mechanical services, provided those articles, supplies, components, or mechanical services do not include installation, programming, hardware, or other goods and services of the kind contemplated by the Contract. All work subcontracted shall be at the expense of the Bidder.

6.3 Time of Performance

This Contract shall be binding upon both parties upon receipt by the Bidder of a fully signed copy of the Agreement for Services and receipt of a County purchase order.

6.4 Terms and Conditions

All pricing, terms and conditions submitted in the Bidder's responses shall remain firm for a period of sixty (60) calendar days after the scheduled Request For Sealed Bids due date or a contract is signed, whichever is sooner.

6.5 Record Keeping Requirements

The Bidder shall maintain all financial records in a manner consistent with generally accepted accounting principles. Documentation to support each action shall be filed in a manner allowing it to be readily located.

All disbursements made for the Contract shall be for obligations incurred in the performance of this Contract and shall be supported by contracts, invoices, vouchers, and other data appropriate to support the disbursements.

All disbursements for the Contract shall be for obligations incurred only after the effective date of the Contract, unless specific authorization for prior disbursements has been given in writing by the County.

During the period covered by this Contract and until the expiration of three (3) years after final payment under the Contract, the Bidder agrees to provide the County, its duly authorized representative, and any person, agency, or instrumentality providing the County with financial support to the work undertaken hereunder with access to and the right to examine any books, documents, papers, and records of the Bidder involving transactions related to the Contract.

6.6 Entire Agreement

BY SUBMITTING A SEALED BID, THE BIDDER ACKNOWLEDGES THAT IT HAS READ THIS REQUEST FOR SEALED BIDS, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS REQUIREMENTS, TERMS AND CONDITIONS. THE BIDDER FURTHER AGREES THAT THE CONTRACT, AS OUTLINED IN THIS DOCUMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATION BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THE CONTRACT. THE CONTRACT MAY BE MODIFIED ONLY IN WRITING, SIGNED BY THE BIDDER AND THE COUNTY. THE COUNTY RESERVES THE RIGHT TO DISQUALIFY ANY BIDS THAT TAKE EXCEPTION TO OR LIMIT THE RIGHTS OF THE COUNTY UNDER THE REQUIREMENTS, TERMS, AND CONDITIONS OF THE REQUEST FOR SEALED BIDS. FURTHERMORE BY PROVIDING THE COUNTY WITH A BID BASED ON THE REQUEST FOR SEALED BIDS, THE BIDDER EXPRESSLY WARRANTS THAT THE BIDDER'S PROPOSED SYSTEM WILL FULFILL THE REQUIREMENTS OF THE REQUEST FOR SEALED BIDS EXCEPT AS SPECIFICALLY EXCEPTED BY BIDDER. SUCH EXCEPTIONS AFFECT CONSIDERATION OF DETERMINATION OF THE LOWEST AND BEST BID.

6.7 Conflicts of Interest

No personnel of the Bidder or member of the governing body of any locality, or other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of any such work, shall prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible, or in conflict with the discharge and fulfillment of such person's functions and responsibilities with respect to the carrying out of said work.

Any person who acquires an incompatible or conflicting personal interest, prior to, on, or after the effective date of this Contract, or who involuntarily acquires incompatible or conflicting personal interest, shall immediately disclose that interest to the County in writing. Thereafter, such person shall not participate in any action affecting the work under this Contract, unless the County determines that, in light of the personal interest disclosed, such person's participation in any such action would not be contrary to the public interest.

6.8 Headings

The headings used in this Request For Sealed Bids are for convenience only and shall not affect the interpretation of any of the terms and conditions.

6.9 Governing Law - Severability

The validity, construction, and performance of this Request For Sealed Bids and the resulting Contract and the legal relations among the parties to the Request For Sealed Bids and resulting Contract, shall be governed by and construed in accordance with the laws of the State of Ohio, including, without limitation, case law and administrative rules. Venue shall only be proper in Lake County, Ohio. If any provision of the Request For Sealed Bids and resulting Contract or the application of any such provision shall be held to be contrary to law, the remaining provisions of the Request For Sealed Bids and resulting Contract shall remain in full force and effect.

6.10 Compliance with the Law

The Bidder agrees to comply with all applicable federal, state, and local laws in the conduct of the work under this Contract. The Bidder accepts full responsibility for payment of all taxes and insurance, including workers' compensation insurance premiums, unemployment compensation insurance premiums, all income tax deductions, and social security deductions for all work authorized by this Contract.

6.11 Responsibility for Claims

The Bidder agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from any and all liabilities, claims and losses resulting to any person, firm, or corporation who may be injured or damaged by the wrongful or negligent malfeasance, misfeasance, or nonfeasance of the Bidder's employees and the Bidder's products in the performance of the Contract. The Lake County Prosecutor shall represent the County.

6.12 No Additional Waiver Implied

If the County or the Bidder fails to perform an obligation or obligations under the Contract and that failure subsequently is waived by the other party, the waiver shall be limited to the particular failure so waived. Waiver by the County shall not be effective unless it is in writing.

6.13 Default by the Bidder

The County declares and the Bidder acknowledges that the County may suffer damages resulting from the failure of the Bidder to act in accordance with the requirements, terms and conditions of the Contract. The Bidder agrees that the County has not waived any of its rights or remedies concerning the failure of performance by the Bidder unless the County executes a written waiver of rights or remedies.

Unless expressly stated elsewhere in the Contract, the Bidder agrees that it shall correct any failure of performance within two (2) working days of written, oral or actual notice thereof. If the Bidder does not correct the failure or failures within the two (2) working days, the failure or its lack of correction shall constitute default on the part of the Bidder.

If, by reason of force majeure, the Bidder is unable in whole or in part to perform under the Contract, the Bidder shall not be deemed in default during the continuance of such inability. As used in this document, the term "force majeure" means without limitation: acts of God; acts of public enemies; insurrection; riots; epidemics; lightning; earthquakes; fire; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. After the force majeure has ceased, the Bidder shall remedy with reasonable dispatch its obligation(s) contained herein.

In the event the Bidder is unable to act in accordance with the Contract for a period of ten (10) working days by reason of force majeure, the County shall have the right at its option to terminate the Contract and retains any part of the system that has been accepted upon payment by the County to the Bidder for such part of the system.

6.14 Bidder Limitation of Liability and Remedies

The Bidder's entire liability and the County's sole and exclusive remedies for claims related to or arising out of the Contract for any cause and regardless of the form of action, whether in contract or in tort, shall be as set forth in the Contract, including all legal and equitable remedies.

In the event of default as defined in Section 6.13 the Bidder agrees to reimburse the County for any actual and direct damages or actual and direct losses incurred by the County. In the event that direct losses or direct damages are uncertain or difficult to ascertain, the Bidder agrees to pay the County liquidated damages in the amount calculated by using the not-to-exceed fixed price amount in Section 8, the Cost Summary, divided by 180 which yields a per day amount. Said payments shall accrue from the first day of a default, until the day that it is agreed to by the Bidder and the County that the default has been remedied, or until 180 days from the first day of default, whichever is sooner. The Board may, in writing, waive or delay the accrual of liquidated damages. In addition, the Bidder agrees that the County shall have the right to terminate the Contract, either in whole or in part, without liability to the County. The Bidder agrees that the calculated amount per day is not a penalty.

No delay or omission to exercise any right or option accruing to the County upon any default by the Bidder shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by the County.

NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY, THE BIDDER SHALL BE LIABLE FOR ANY PERSONAL INJURY OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, CAUSED BY THE FAULT OR NEGLIGENCE OF THE BIDDER.

6.15 Indemnity

At its own expense, the Bidder shall defend any suit brought against the County, including, but not limited to, its public officials and County employees, based on a claim that the program or any part of the program furnished under this Contract infringes a United States Patent or Copyright or constitutes misuse or misappropriation of a trade secret, provided the Bidder is given prompt notice in writing of the suit and is given authority and information required for the defense of same. The cost of any suit, or damages for which the County is liable that are attributable to the claim, shall be borne by the Bidder.

If the program or any part of the program furnished is likely to or does become subject to a claim of infringement of a United States Patent or Copyright or constitutes misuse or misappropriation of a trade secret, at its own expense, the Bidder shall do one of the following:

1. Obtain the right for continued use of the system or part of the system by the County;

2. Modify or furnish a substitute for the alleged infringing system or part of the system for the County;

3. Take back the system or part of the system subject to the County's concurrence, and issue a refund to the County for the remaining value of the term of the contract.

The Bidder shall not exercise the third option until the County has evaluated the first two options. Any program or part of the program substituted under the second option shall be equivalent to or exceed in quality or performance of the original accepted program or part of the program. All options are subject to approval by the County, provided that no prior approval or concurrence by the County shall be required for removal of the system or part of the system if its use has been enjoined by a County of competent jurisdiction in Ohio. If the use of the system or part of the system has been enjoined by a County of competent jurisdiction in Ohio, the Bidder shall issue a refund to the County as provided in option three above.

Bidder shall not have any liability to the County under this indemnity clause for any claim that is caused by use of any program or part of the program in any manner for which it was not designed or by modifications to the Application Software by the County without the Bidder's approval.

THE FOREGOING STATES BIDDER'S ENTIRE LIABILITY AND THE COUNTY'S SOLE REMEDIES FOR ANY LOSS OR DAMAGE ARISING FROM INFRINGEMENT.

6.16 Assignment

Neither this Contract, nor any rights, duties, or obligations described in this Contract, shall be assigned by either party without the prior written consent of the other party.

6.17 Cancellation of Contract

The County reserves the right to cancel the Contract at any time, without cause, upon Fourteen (14) Days written notice to the Bidder. At any time should the County be dissatisfied with services received by the Bidder's personnel, the County, in addition to the other remedies set forth in the Contract, shall have the right to request replacement personnel that the Bidder shall provide at no additional cost to the County. The Bidder agrees to honor all such requests and replace personnel within ten (10) days of written notice. The replacement personnel shall be comparably qualified and acceptable to the County, which shall have the opportunity to interview replacement personnel before selection. The County shall have approval as to all personnel replaced under both paragraphs of this Section.

Unless the County terminates the Contract as provided in this section, the Bidder shall not remove any personnel without thirty (30) days prior written notice to the County. The Bidder shall be prepared to replace such personnel. At least two (2) resumes for replacements shall be supplied within five (5) days of notifications to the County that personnel are being removed or receipt of a request from the County to remove personnel. The Bidder's obligations under the Contract shall continue notwithstanding the fact that Bidder personnel is being removed or receipt of a request from the County to remove personnel. If the Bidder fails to give the notice required by this section, or if the replacement personnel are unacceptable, the County shall have the right to terminate this Contract or demand new personnel as specified above and the Bidder agrees to reimburse the County for all damages and expenses associated with locating replacement personnel. The rights and remedies of the County set forth in this section shall not be exclusive of any other rights or remedies of the County arising under the Contract or by operation of law.

6.18 Ownership

Documents, and materials prepared for or in connection with the Contract by the Bidder's personnel shall become the property of the County. Work papers pertaining to the tasks and reports shall be made available, upon request, to the County project manager or his or her representative for review, inspection, and, if desired, reproduction. Work papers shall be retained by the Bidder for at least three (3) years subsequent to the final payment required under the Contract. Under no circumstances can the Bidder prohibit or take any action to withhold any data related to the County's program from the County or the public. **The County owns all data and at no time in a dispute can the Bidder use data as a dispute item.**

6.19 Travel Expenses

All travel expenses will be borne by the Bidder.

6.20 Method of Purchase / Billing

A Purchase Order shall be issued to purchase from the Contract.

All line items that appear on any invoice for this Request For Sealed Bids must have receipts or other appropriate documentation to support the expenditure and must be available upon request.

Bidder shall submit an invoice to the "Bill To" address on the purchase order. A proper invoice must include the following information and/or attached documentation:

1. Name, address and federal tax identification number of Bidder as designated in the Contract.

2. Invoice remittance address as designated in the Contract.

3. For hardware and software, the description of the deliverable, serial number when applicable, unit price, quantity and total price of the deliverable actually delivered or rendered as specified in the Contract.

Payments under the Contract shall be due on the forty-fifth (45th) calendar day after the later of the date of actual receipt of a proper invoice in the office designated to receive the invoice or the date the system, materials, goods, supplies, or services are accepted in accordance with the terms of the Contract. The date of the check issued in payment shall be considered the date payment is made. Bidder payment shall not be initiated before an invoice is received.

The Bidder will invoice the County based on actual page counts. The Bidder has the flexibility to assess the page counts as long as it is verifiable by the County.

6.21 Standards of Performance and Acceptance

System acceptance is dependent upon a sixty (60) day successful standard of performance as defined herein.

This section also applies to the system or part thereof submitted for product evaluation as well as replacement or substitutes for the system and the system which is field modified after the installation site has completed a successful Performance Period.

1. The Performance Period shall begin on the date of complete and successful program implementation and shall end when the program has met the standard of performance identified in this Request For Sealed Bids for a period of sixty (60) consecutive days by operating in conformance with the County's specifications as set forth in this Request For Sealed Bids. The County, through its Chief Information Officer, will determine if, and when, a successful Performance Period has been achieved based upon the Bidder's responsiveness to support issues.

2. In the event the program does not meet the standard of performance during the initial sixty (60) days, the standard of performance test shall continue on a day-by-day basis until the standard of performance is met for a total of sixty (60) consecutive days.

3. If the system fails to meet the standard of performance after ninety (90) calendar days from the start of the Performance Period, the Bidder shall be in default. The Bidder shall have ten (10) working days to remedy such default notwithstanding Section 6.13. Such default shall only be remedied when the County agrees that a successful performance period has been completed. In addition to all the other rights and remedies conferred to the County under the Contract (Section 6.14), the County reserves the right to request replacement of the system or terminate the order.

4. Peripheral downtime is that period of time when any printer, copier, or MFP is inoperable due to failure.

5. Downtime shall start from the time the County notifies the Bidder's designated representative of the inoperable peripheral until the peripheral is returned in proper operating condition (rounded to the nearest quarter hour).

7. The system shall not be accepted nor the balance of charges paid until the Performance Period is complete.

8. Uptime and downtime shall be measured in hours and quarter hours.

9. Should it be necessary, the County may delay the start of the Performance Period, but such delay shall not exceed thirty (30) consecutive days after the installation date. Unless otherwise mutually agreed to by the County and the Bidder, the Performance Period must start not later than the thirty-first (31st) day after the installation date.

6.22 Equal Employment Opportunity

In carrying out the Contract, the Bidder shall not discriminate against any employee or applicant for employment because of race, religion, national origin, color, sex, sexual orientation, age, handicap, or military veteran status. The Bidder shall ensure that applicants are hired, and that employees are treated during employment, without regard to their race, religion, national origin, color, sex, sexual orientation, age, handicap, or military veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

The Bidder agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth that the Bidder complies with all applicable federal and state nondiscrimination laws. In all solicitations or advertisements for employees placed by or on behalf of the Bidder, the Bidder shall state that all qualified applicants will receive consideration for employment without regard to race, religion, national origin, color, sex, sexual orientation, age, handicap, or military veteran status. The Bidder shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed in this Contract (other than subcontracts for standard commercial supplies or raw materials), and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

SECTION 7 – MINIMUM REQUIREMENTS

It is the assumption of this Request For Sealed Bids that the Bidder will supply a fully functional maintenance and consumable supply program designed to fulfill the enterprise needs of Lake County, Ohio. Therefore, this section, **SECTION 7 – MINIMUM REQUIREMENTS**, is not intended to be an all-encompassing, all-inclusive statement of every functional need but rather a highlight of those functions of particular interest.

Specific Requirements for Printer Service

1. The service will include all parts, consumables, labor and travel.

2. All printers should be repaired by the end of the next business day following the initial service request. If the printer cannot be repaired in that timeframe, a loaner will be provided at no additional cost to the county.

3. The Bidder can offer to issue a permanent replacement printer instead of repairing a faulty unit as long as the replacement printer is of equal or greater capabilities and features.

4. In the event that a printer will have three (3) service calls placed on it within a sixty (60) day period, the Bidder will be obligated to replace the unit with a printer possessing equal or better functionality.

5. Most units do not have the factory warranty coverage due to age. However, the Bidder will also address units with warranty coverage such that the County bears no additional expense.

6. The agreement will include at least one annual preventive maintenance cleaning per device.

Specific Requirements for Printer Consumables

1. This agreement will include 100% of all consumables, except paper. There are to be no exceptions. This is a “just add paper” approach to printing.

2. The Bidder is free to use original equipment manufacturer (OEM) toners, or compatibles. However, the Bidder assumes all risks associated with using compatible toners. If a printer is damaged a result of using compatible toner, the Bidder is liable for rectifying the situation at zero cost to the county, inclusive of printer replacement if necessary.

3. The County is agreeable to inventorying a supply of consumables. However, the Bidder will be responsible for proactively supplying the County with consumable items. It is anticipated the Bidder will use printer monitoring software to alert the Bidder when items are needed. The Bidder should also expect orders for consumables directly from the County employees, especially for devices that are connected locally to users’ PCs.

4. There will be no delivery and/or shipping expenses of consumables incurred by the county. In an effort to assist the Bidder, the County will be able to accept and inventory consumable items that are hand delivered by a technician when answering service requests.

Specific Requirements for Copiers and MFPs

Almost all copiers and MFPs are under a similar type of maintenance agreement where the County pays a fixed amount per page, and this amount includes consumables and repair. However, there are numerous rates from numerous Bidders. The bidding Bidder will submit a single rate to cover all copiers and MFPs. The County will decide how to address the existing contracts after the proposals are received.

The county seeks to attach as many devices to the network as possible. The Bidder that is selected to execute this agreement will be asked to review the network connectivity of the existing copiers and MFPs. Many copiers and MFPs have network interfaces, but many do not. Some that do not have them are capable of having a network interfaced added. The Bidder will review all copiers and MFPs and provide a list and pricing for the following conditions:

1. Devices that are already on the network
2. Devices that are capable of network integration, but are not
3. Devices that are not capable of network integration

Strategic Planning for Printers

Most of the printers are locally attached to the PCs, and are not networked. The County seeks guidance and recommendations to streamline its operations with the printers for the following purposes:

1. Reduce the number of pages printed
2. Adding the existing printers to the network
3. Recommendations for redeploying existing printers to maximize the capital investment
4. A strategic plan discussing the merits of eventually replacing printers with MFPs

Inventorying All Printing Assets and Reporting

1. Bidder will supply detailed inventory of assets it is maintaining, along with all equipment changes on a monthly basis. The report will be in either an.xls or .xlsx format. The inventory should list all brands and models of printers, along with serial numbers and the location of the asset.

2. Bidder will supply detailed reports of all printer maintenance. The report will include brand, model, serial number, date service was called in, date(s) service was performed, problem description, and problem resolution. The report will be in either .xls or .xlsx formats.

3. Bidder will supply detailed reports of all printer use on a monthly basis. The reports will list brand, model, location, and monthly page count. The report will be in either .xls or .xlsx formats.

SECTION 8 – BID RESPONSE COST SUMMARY

NAME OF BIDDER: _____

DETAIL OF TOTAL BID AMOUNT FROM FORM OF BID COVER PAGE:

Cost per page for printers: $_____ per page

Cost per page for copiers and MFPs: $_____ per page

Multiyear Discounts

The County will probably try this approach for a one year period to assess the value of this program. However, the County may choose to enter into a multiple year agreement. Please indicate a percentage discount for the longer terms shown below.

Two Years: _____% Discount

Three Years: _____% Discount

Other Costs

Please provide a brief narrative explaining any other costs that may be associated with your program that are directly related to the scope of this project.

ATTACHMENTS – Required Forms

1. Cover Page for Bid Document

2. Delinquent Property Taxes Affidavit (R.C. 5719.042)

3. Buy Ohio Information

4. Non-Collusion Affidavit

5. Campaign Contributions Affidavit (R.C. 3517.13)

6. Civil Rights Compliance

7. Bidder Qualifications

8. Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization (R.C. 2909.33)

Attachment 1

FORM OF BID COVER PAGE OF BIDDER'S PROPOSAL

COST PER PAGE FOR PRINTERS:	$ _____ PER PAGE
COST PER PAGE FOR COPIERS AND MFPs:	$ _____ PER PAGE
PERCENTAGE DISCOUNT FOR TWO YEAR AGREEMENT:	_____ %
PERCENTAGE DISCOUNT FOR THREE YEAR AGREEMENT:	_____%

The undersigned Bidder, _____, having carefully inspected the instructions to bidders as
(Name of Firm)

provided in the Lake County, Ohio Request For Sealed Bids for Printer, Copier and MFP Management, and having registered at and attended the mandatory Bidders' conference, does hereby provide to Lake County, Ohio the following proposal, at an amount not to exceed the price as indicated, and in accordance with the instructions as contained in the Lake County, Ohio Request For Sealed Bids for Printer, Copier and MFP Management.

The following documents are included with this Bid:

(1) The full name of every person or company interested in the bid;

(2) A bid bond in the amount of 5% of the total bid made payable to the Lake County Board of Commissioners;

(3) A properly executed delinquent property taxes affidavit;

(4) A properly executed non-collusion affidavit;

(5) A properly executed campaign contributions affidavit;

(6) A properly executed "Buy Ohio" disclosure statement;

(7) A fully completed County-prescribed Bidder Qualification Form;

(8) A properly executed "Declaration Regarding Material Assistance/No Assistance To a Terrorist Organization affidavit; and

(9) Three (3) copies of the Bid.

_____	_____
Signature	Company
_____	_____
Name	Address
_____	_____
Title	Address
_____	_____
Date	City, State, Zip

Attachment 2

AFFIDAVIT IN COMPLIANCE WITH SECTION 5719.042 OF THE OHIO REVISED CODE

STATE OF _____ }
COUNTY OF _____ } SS:

Personally appeared before me the undersigned, a bidder in a competitive bidding for _____
(Name of Firm)

for a _____contract to be let by Lake County, Ohio who, being duly cautioned and sworn
(Type of Product or Service)

makes the following statement with respect to the personal property taxes on the general tax list of personal property of Lake County, Ohio:

1. That the undersigned at the time of making this bid on the aforementioned contract was not charged with any delinquent personal property taxes on the general tax list of personal property of Lake County.

2. That this statement is made in compliance with Section 5719.042 to be incorporated into the contract between the parties as provided in that Section of the Ohio Revised Code.

_____
Signature

_____
Title

Subscribed and sworn before me this _____ day of _____, 2009.

_____
Notary Public

My commission expires _____

Attachment 3

BUY OHIO DISCLOSURE STATEMENT

PLEASE COMPLETE THE FOLLOWING FORM AND SUBMIT IT WITH EACH COPY OF YOUR PROPOSAL.

1. Do you have facilities within Ohio? _____YES _____NO

   _____MANUFACTURING _____SALES OFFICE NUMBER OF OHIO EMPLOYEES_____

2. Are products offered in this proposal manufactured in Ohio? _____YES _____NO

   If no, state place of manufacture: _____

   _____

3. Are you registered with the Ohio Secretary of State? _____YES _____NO

   (If unsure of registration, call (614) 466-3910 for confirmation and charter number.)

   Charter Number: _____

4. Bidder hereby certifies that each end product, except the end product(s) listed below, is a domestic source and product as defined in the "Buy America Act"; and that components of unknown origin have been considered to have been mined, produced, or manufactured outside the United States.

   _____YES _____NO

   EXCEPTION(s): _____

   _____

   _____

_____
(Signature of Authorized Officer)

_____
(Signature of Authorized Legal Representative)

Attachment 4

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____ }
COUNTY OF _____ } SS:

_____, being first duly sworn, deposes and says that:
(Name)

1. He / she is _____ of _____ the Bidder that has submitted the attached Bid:
(Owner, Partner, Officer, Representative, Agent) *(Name of Firm)*

2. He / she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid:

3. Such Bid is genuine and is not a collusive or sham Bid:

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this Affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder or to fix any overhead, profit or cost element of the Bid price or Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners of Lake County, Ohio or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this Affidavit.

_____
Signature

_____
Title

Subscribed and sworn before me this _____day of_____, 2009.

_____
Notary Public

My commission expires _____

Attachment 5

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF _____ }
COUNTY OF _____ } SS:

Personally appeared before me the undersigned, a bidder in a competitive bidding for _____
(Name of Firm)

for a _____contract to be let by Lake County, Ohio who, being duly cautioned and sworn,
(Type of P roduct or Service)

makes the following statement with respect to prohibited activities constituting a conflict of interest under Section 3517.13 O.R.C.:

1. That no person or persons, whom are owners of at least twenty percent of the above named business or corporation nor any spouse of such person, has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of one thousand dollars to a candidate for or the holder of a public office having ultimate responsibility for the award of this contract, or to his/her campaign committee, nor have they aggregately given contributions totaling more than one thousand dollars.

2. That no person or persons employed by the above named firm, nor their spouses are in violation of any provision of Ohio Revised Code Section 3517.13.

_____
Signature

_____
Title

Subscribed and sworn before me this _____ day of _____, 2009.

_____
Notary Public

My commission expires _____

Attachment 6

CIVIL RIGHTS COMPLIANCE CERTIFICATE

Bidder agrees that in the performance of the agreement to provide a property tax accounting software system and/or a computer assisted mass appraisal software system and implementation services for Lake County, Ohio, there shall be no discrimination against an employee because of race, color, sex, religion, national origin, or any other factor as specified in the Civil Rights Act of 1964 and subsequent amendments.

_____
Name of Company

_____
Signature of Representative of Bidder

_____
Date

Attachment 7

BIDDER QUALIFICATIONS

The County intends to evaluate each bidder's qualifications as part of the overall evaluation process. As a result, please provide the following information:

COMPANY NAME _____

PARENT COMPANY NAME (if applicable) _____

YEARS IN BUSINESS _____

NUMBER OF EMPLOYEES:

Administration	_____
Marketing	_____
Software Support	_____
Software Development	_____
Installation/Training	_____
Other	_____

PRINTER, COPIER, AND MFP MANAGEMENT PROGRAM SIMILAR TO ONE BEING PROPOSED:

Total number of Ohio County installations	_____
Total number of County installations outside of Ohio	_____
Total number of Other Ohio Government installations	_____

Please provide a list of all current Ohio clients.

COMPANY AWARDS / CERTIFICATIONS:

_____

_____

_____

_____

_____

The County seeks a meaningful, substantive and long-term relationship with the selected software provider and realizes that a vital resource will be the Bidder's staff members. Please provide biographies of key staff members, including the company's president, financial division managers and any staff members who will be involved in the Lake County project. Include key facts about each person, such as length of employment with the Bidder, job responsibilities, certifications held and past experience with Ohio governments. In addition, please provide the most recent audited financial statements of the company.

Attachment 8

DECLARATION REGARDING MATERIAL ASSISTANCE / NO ASSISTANCE TO A TERRORIST ORGANIZATION

Please download the form from the following website, complete the form and submit it in your bid response as Attachment 9:

http://www.homelandsecurity.ohio.gov/DMA_Terrorist/HLS_0038_Contracts.pdf