

# **Solicitation ITB 069-19/JW**

## **Handheld Spectroscopy**

### **Bid Designation: Public**



**Hamilton County**

# **Hamilton County**

## Bid ITB 069-19/JW Handheld Spectroscopy

Bid Number ITB 069-19/JW  
 Bid Title Handheld Spectroscopy  
 Bid Start Date Sep 11, 2019 8:01:49 AM EDT  
 Bid End Date Oct 2, 2019 11:00:00 AM EDT  
 Question & Answer End Date Sep 23, 2019 12:00:00 PM EDT

Bid Contact Jill E Williams  
 Purchasing Agent I  
 Purchasing  
 HAMCOPurchasingQuotes@hamilton-co.org

Contract Duration **1 year**  
 Contract Renewal **Not Applicable**  
 Prices Good for **Not Applicable**

Bid Comments Handheld FTIR Spectroscopy chemical identification system with spectral libraries containing explosives, chemical warfare agents, narcotics, TICs/TIMs, pesticides, common white powders, and other chemical classes.

### Item Response Form

Item **ITB 069-19/JW-01-01 - Handheld Spectroscopy**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Hamilton County**  
Emergency Management - Emergency  
Management - Invoices  
 2000 Radcliff Drive  
 Cincinnati OH 45204  
**Qty 1**

**Description**  
 Handheld Spectroscopy

Item **ITB 069-19/JW-01-02 - Shipping Costs**  
 Quantity **1 each**  
 Unit Price   
 Delivery Location **Hamilton County**  
Emergency Management - Emergency  
Management - Invoices  
 2000 Radcliff Drive  
 Cincinnati OH 45204  
**Qty 1**

**Description**  
Shipping Costs





## HAMILTON COUNTY PURCHASING DEPARTMENT

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### Purchasing Department

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

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### County Administrator:

Jeffrey Aluotto

### Assistant County Administrator:

Holly Christmann

### Director of Purchasing:

JoAnn Cramer, CPPB

### Board of County Commissioners:

Denise Driehaus, President  
 Stephanie Summerow Dumas, Vice President  
 Todd Portune

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**DATE OF ISSUANCE:** September 11, 2019

**INVITATION TO BID (ITB) NUMBER:** 069-19

**INVITATION TO BID (ITB) NAME:** Handheld Spectroscopy

<b>Date of Pre-Bid Conference:</b>	None Scheduled
<b>Deadline for Receiving Final ITB - Questions:</b>	September 23, 2019
<b>Deadline for Receiving Final ITB - Answers:</b>	September 25, 2019
<b>BID OPENING DATE:</b>	October 2, 2019
<b>Small Business Goal</b>	0%

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

Responders can register with Bid Sync by calling 1-801-765-9245 or by visiting the website at [www.bidsync.com](http://www.bidsync.com). There is **no** charge for Hamilton County solicitations. Responders will receive notification of all postings made by Hamilton County for the commodity selections you have made.

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

## **BID AND PERFORMANCE BONDS**

A surety, in the form of a bond, cashier's check, certified check, drawn on a solvent financial institution, and made payable to the Board of County Commissioners, Hamilton County, in the amount of \$1,000, must accompany each bid as a guarantee that if the Bidder's bid is accepted, a contract will be entered into. The surety must be submitted with the bid. **If responding electronically and submitting a bond or check, the actual bond or check must be received by 11:00 a.m. at the bid opening date and delivered to Hamilton County Purchasing 138 East Court Street Suite 507 Cincinnati, Ohio 45202.** Bids that do not have the actual bond, cashier's check or certified check present at the time of opening, as described above, will be considered **noncompliant** and will not be read.

**Failure to submit the bid bond, cashier's check or certified check with the bid will result in disqualification of the bid.** The successful Bidder may be required to furnish a corporate surety bond or certified check on a solvent bank, made payable to the Hamilton County Emergency Management Agency, for a total up to one hundred percent (100%) of the total amount of the contract price as a guarantee for the faithful performance thereof.

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

### **DEPARTMENT INFORMATION**

<b>Department Name:</b>	Hamilton County Emergency Management Agency (EMA)
<b>Street Address:</b>	2000 Radcliff
<b>City:</b>	Cincinnati
<b>State:</b>	Ohio
<b>Zip Code:</b>	45204

**Bidders submitting bids agree that EMA and other Hamilton County Departments may elect to utilize this bid after its original award. Additionally, Hamilton County and the Hamilton County Emergency Management Agency ("EMA") are permitting area municipalities, townships, villages and cities to utilize bid opportunities in this ITB after the award of the bid for the duration of the Initial Term of the Contract and any Optional Renewal Periods. All bids must include the length of time that the prices and services offered are available and effective. The pricing submitted in the bid can only be used for the effective time period specified in the original bid.**

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

## GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Hamilton County and EMA reserves the right to reject any or all bids and, unless otherwise specified by the Board of County Commissioners, to accept any item in the bid. In case of error in extending the total amount of the bid, the unit price will govern.
2. Hamilton County, Ohio and EMA is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. Hamilton County and EMA encourages the participation of small businesses on Hamilton County and EMA projects.
3. **(If applicable)** The small business participation goal for this contract is 0%. The goal may be achieved by contracting with subcontractors and suppliers that meet the Small Business Administration's detailed definitions or size standards (see [www.sba.gov/size](http://www.sba.gov/size) for more information).
4. EMA will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered, installed, completed and accepted to the full satisfaction of EMA
5. In case of default by the Bidder or contractor, EMA may procure the articles or services from other sources and hold the Bidder or contractor responsible for any excess costs occasioned thereby.
6. Prices must be stated in units or quantities specified.
7. Whenever a reference is made in the specifications or in describing the materials, supplies, or services required, of a particular trade name or manufacturer's catalog or model number, the Bidder, if awarded the contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the bid by the Bidder and accepted by the County.
8. The Bidder, if awarded a contract or order, shall and does agree to indemnify, protect, defend, and hold harmless the Board of County Commissioners, Hamilton County, Ohio and the EMA and their members, officers, employees and agents (the "Indemnified Parties") from any and all claims, damages, losses, liabilities, liens, causes of action, suits, judgments and expenses, including reasonable attorney's fees and all other costs of defense (the "Damages"), of any nature, kind or description, which arise out of or are caused by any conduct, acts or omissions, theft or fraud of the Bidder, its officers, employees and subcontractors, agents, assigns and those designated by Bidder to perform the Services under the Contract.

In addition, the Bidder shall and does agree to indemnify, protect, defend and hold harmless the Indemnified Parties from and against all Damages, of any nature, kind or description, which results from any claimed or threatened, infringement of any copyright, patent or other intangible property rights by the Bidder, anyone directly or

indirectly employed by the Bidder, Bidder's subcontractors or anyone for whose acts the Bidder may be liable.

9. Whenever required and so stated in the bid form, the Bidders shall furnish a bond, a cashier's check or a certified check, drawn on a solvent bank and made payable to the Board of County Commissioners, in the amount of \$1,000 as a guarantee that, if the bid is accepted, a contract will be entered into. The successful Bidder may be required to furnish a bond or a certified check drawn on a solvent bank and made payable to the Board of County Commissioners, for up to one hundred percent (100%) of the total amount of the contract as a guarantee of faithful performance thereof.

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

If accepted, Bidder must, within One Hundred and Twenty (120) days (unless extended by Hamilton County on behalf of EMA, in writing) after receiving notice of acceptance of said bid, be willing to: a) enter into a written contract for the materials, supplies, or services set forth in this ITB and b) faithfully perform said contract according to its terms, conditions and the specifications set forth therein. Bidder will promptly pay all damages and expenses occurring to said EMA by reason of its failure or refusal to enter into said contract. EMA will treat all Bidders alike in every respect, and EMA will take final action on this and all other bids no later than One Hundred and Twenty (120) days (unless extended by the EMA, in writing) after this and all other bids are opened. No bid shall be considered as accepted, nor any obligation assumed hereunder by the EMA, until such time as said EMA deposits in the U.S. Mail written notice, addressed to the successful Bidder or Bidders at the address given, an acceptance of the bid or award of a contract.

10. Samples, when requested, are returned at Bidder's expense.
11. In order for bids to receive consideration, they **MUST BE RECEIVED** prior to the specified time of opening and reading as designated in this ITB.
12. When submitting their bids, Bidders are required to use the system generated bid form furnished by the Purchasing Department. The forms cannot be altered. If submitting a paper bid, envelopes must be sealed when submitted and the words ITB # prominently written and displayed on the outside of the envelope/packages. Electronic responses must be completed on-line.
13. Bids having erasures or corrections thereon will be rejected unless explained or noted over the signature of Bidder.
14. Bidders may submit bids on any one or group of items. Provided however, the unit price(s) must be shown as requested.
15. A particular trade name, manufacturer's catalog or model number may be referred to in the ITB for descriptive purposes only and only to assist in interpreting the type of materials, supplies, to be used in performing the work. However if a particular trade

name, manufacturer's catalog, or model number is a required element, the Bidder's attention is directed to Item 7 above and Bidder must strictly adhere to that condition.

16. Bidder agrees to comply with any new laws, rules, or regulations concerning public buying procedure. Hamilton County Purchasing follows the Ohio Revised Code.
17. Concealed weapons, whether with or without a permit, are not allowed in any Hamilton County Building or building occupied by the EMA. ORC states that "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."
18. Employment Opportunities, Bidders who are awarded contracts are required to submit all employment opportunities to Ohio Means Jobs. Please log on to <http://superjobs.com/>. Under the "Employers" menu please select "Fill staffing needs". Provide the information requested in the available fields.

If you need further assistance, please contact Chuck Walters - Business Services manager at (513) 946-7242 or [omj@hamilton-co.org](mailto:omj@hamilton-co.org).

19. The bid tabulation that is entered in the system is a preliminary summary of the bids as they were opened and announced at the bid opening. Bid prices have not been verified and are subject to change in the event mathematical errors are discovered during bid review. Other information contained in this summary is also subject to review. The awarded bid tabulation will be the final version of the bid results.
20. All rebates, savings or other incentives which become available to the selected Bidder (vendor) during the term of the Contract shall be forwarded to the County or treated as a reduction in an amount payable by the County (at the County's option). In this same regard, if a rebate, savings or other incentive becomes available after the termination of the Contract, vendor shall forwarded such rebate, savings or other incentive to the County. All notifications under this Paragraph shall be to [HAMCOPurchasingQuotes@hamilton-co.org](mailto:HAMCOPurchasingQuotes@hamilton-co.org).

## **TAXES**

OHIO SALES TAX: Not applicable to County purchases.

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



## 1.0 INTRODUCTION

The Board of County Commissioners of Hamilton County, Ohio on behalf of the EMA is accepting electronic or sealed bids for a Handheld Spectroscopy. The purpose of this Invitation to Bid (“ITB”) is to select a Bidder who can best meet the requirements of the ITB at the lowest cost for the specified time periods. The Bidder selected from this ITB process shall provide a Handheld Spectroscopy, as defined in **Section 4.0, Requirements and Specifications**.

### 1.1 Purchasing Department:

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

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

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

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

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

### 1.2 Registration Process:

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

**HAMCOPurchasingQuotes@hamilton-co.org  
(Bid number should be entered in the subject line of the e-mail)  
or  
Faxing to: Jill Williams at (513) 946-4335**

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

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

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

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

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

Examples of unauthorized communication are:

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

Communication being e-mailed, mailed or faxed regarding the legal bid process, technical aspects or Scope of Service are to be sent to the Purchasing Department. The address is listed in **Section 1.1, Purchasing Department**. No questions can be received after **September 23, 2019 at 12:00 P.M. EST**. The final responses will be e-mailed or faxed on **September 25, 2019** at the close of business. Only Bidders who register for the ITB will receive copies of all questions and answers.

### **1.3 Bidder Disclosures:**

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

### **1.4 Bidder Examination of the ITB:**

Bidders shall carefully examine the entire ITB and any addenda thereto, all related materials and data referenced in the ITB or otherwise available, and shall become

fully aware of the nature of the request and the conditions to be encountered in performing the requested services.

If the Bidder discovers any ambiguity, conflict, discrepancy, omission or other error in this ITB, it shall immediately notify the Issuing Officer of such error in writing and request clarification or modification of the document. Modifications shall be made by addenda issued pursuant to **Section 1.5, Addenda to ITB**. Clarification shall be given by e-mail to all parties who registered without divulging the source of the request. All Bidders who plan to submit a bid must register as described in **Section 1.1- Purchasing Department** and **Section 1.2- Registration Process**.

If a Bidder fails to notify Hamilton County prior to **September 23, 2019 at 12:00 P.M. EST** of an error in the ITB known to the Bidder, or if an error that reasonably should have been known to the Bidder, the Bidder shall submit its bid at the Bidder's own risk, and if awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

### **1.5 Addenda to ITB:**

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

### **1.6 Availability of Funds:**

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

## **2.0 SUBMISSION OF BID**

### **2.1 Preparation of Bid:**

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

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

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

All bids submitted shall become the property of Hamilton County and EMA to use or, at its option, return. All bids and associated documents will be considered to be public information and will be open for inspection to interested parties after contract is awarded unless identified as a trade secret or otherwise exempted from disclosure under the Ohio Public Records Act.

Trade secrets or otherwise exempted information must be clearly identified and marked as such in the bid. Each page containing such material must:

1. Be placed in a sealed envelope;
2. Must have the basis for non-disclosure status stamped or written in the upper right hand corner of the page and the envelope; and
3. Be placed in the required order of the response format.

**For Example**, if Pages 1-5 are not trade secrets or otherwise exempted from disclosure and Page 6 contains a trade secret, then:

- The words "Trade Secret" would be stamped in the corner of the page 6
- Page 6 would be placed in an envelope; and
- The envelope that is stamped containing a "Trade Secret" is placed after page 5.

**DO NOT MARK EVERY PAGE OF YOUR BID AS TRADE SECRET OR OTHERWISE EXEMPTED FROM DISCLOSURE OR YOUR BID MAY BE REJECTED.**

It will be the Bidder's sole responsibility to legally defend the actions of Hamilton County or EMA for withholding your documents as trade secrets or otherwise exempted information if the issue is challenged.

## **2.2 Bid Cost:**

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

## **2.3 False or Misleading Statements:**

Bids which contain false or misleading statements, or which provide references that do not support an attribute or condition contended by the Bidder, may be rejected. If, in the opinion of Hamilton County or EMA, such information was intended to mislead Hamilton County or EMA, in its evaluation of the bid and the attribute, condition, or capability; the bid will be rejected. **Bidders who mislead Hamilton**

**County or EMA by providing demonstrations with products, features or services that are not included in their bid will have their bid rejected.**

#### **2.4 Bidder Representative's Signature:**

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

#### **2.5 Delivery of Bids:**

Bidders submitting their bids electronically must submit their bid through Bid Sync by 11:00 a.m. EST on **October 2, 2019**. Bidders who are submitting a paper copy of their bid must mail or deliver **one (1) original copy and one (1) electronic copy (CD or Thumb Drive in one printable file)** of the entire written bid to the **Purchasing Department** at the address listed in **Section 1.1, Purchasing Department** no later than **11:00 A.M. EST on October 2, 2019**. Sealed bids must be delivered prior to the time of the bid opening or they will be rejected. All bids must reference **ITB # 069-19- Handheld Spectroscopy**. The cost sheet issued with the bid may not be altered.

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

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

#### **2.6 Acceptance and Rejection of Bids:**

Hamilton County and EMA reserve the right to:

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

- The EMA makes no representations or guarantees as to any minimum amounts being purchased by EMA or if EMA will purchase through this ITB.

## 2.7 Evaluation and Award of Contract:

### Preliminary Bid Review:

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

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

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

### • Stage 1 Review

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

- Timely Submission – the bid is received at the designated time and address as stated on **Page 1** of this ITB. Bids mailed but not received at the designated location by the specified date will be deemed “Non-Qualified” and will not be considered.
- Completeness of submission – bid submission must include at minimum:
  - Required number of copies, if submitting in paper format
  - Bid Bond
  - All designated attachments
  - Easily reproduced, single spaced, clearly formatted with type face that is easily read
  - Determination that the bid meets minimum qualifications outlined in this ITB
  - Samples must be included (if applicable)

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

- **Stage 2 Review**

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

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

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

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

## **2.8 Bid Selection:**

Bid selection does not guarantee a contract will be awarded.

The selection process includes:

- All bids will be evaluated in accordance with **Section 2.7, Evaluation and Award of Contract**. The bid is rated based on the criteria in the ITB.
- Based upon the results of the evaluation, EMA will select a bidder(s) who it determines to be the lowest responsive and responsible bidder(s).

EMA will work with the bidder who was selected as the lowest responsive and responsible bidder to finalize the details of the contract document. The lowest responsive and responsible determination will be made based on the following: a) base cost of the System and all other items related to the System; and b) the cost of the optional system maintenance/service agreement with costs for the optional system maintenance/service agreement broken down by year for a five-year period. The optional system maintenance/service agreement will be written for an initial period with four (4) optional renewal periods. All of the above referenced costs must be clearly set forth on the Cost Sheet. If a Bidder does not bid all items set forth on the Cost Sheet, EMA will not consider its bid.

- If EMA and the bidder are able to successfully finalize the contract document details, EMA will recommend the bidder(s) to the Hamilton County EMA Board for a contract award.
- If EMA and the bidder are unable to successfully come to terms regarding the contract, EMA reserves the right to terminate contract discussions with the bidder(s). In this event, EMA reserves the right to select another bidder(s) from the bid process, cancel the ITB, or reissue the ITB if this is deemed necessary.

### **3.0 TERMS AND CONDITIONS:**

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

All legally required terms and conditions shall be incorporated into final contract documents with the selected Bidder. The final contract will also contain additional provisions other than those that are set forth in this Section 3.0.

### **3.1 Type of Contract:**

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

If the Bidder proposes a different type of approach, it must describe the contractual protection offered to ensure successful completion of the project. If the Bidder proposes a multi-Bidder or sub-contract approach, clearly describe the



responsibilities of each party and the assurances of the performance the Bidder offers.

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

### **3.2 Contract Period, Funding and Invoicing:**

The contract will be written for a period of **one (1) year**. All work must be delivered, installed, completed and accepted by EMA and invoiced to EMA by this date, without exception. Contract reimbursement is based on successful delivery, installation, acceptance, completion, and approval of all equipment and goods or services over the period of the contract. The Bidder can claim payment only for services already provided. Payment by EMA is made within thirty (30) days after verification and acceptance of invoices presented by the Bidder and any required documentation.

Any optional maintenance contract will be a separate agreement to be executed between the Bidder and a Participating County or Counties. The optional system service/maintenance agreement will be written for an initial period with four (4) optional renewal periods.

**There is no guarantee, however, that any optional maintenance/service agreements will be awarded pursuant to this ITB.**

### **3.3 Indemnification:**

#### **A. General**

To the fullest extent permitted by and in compliance with applicable law, Bidder agrees to protect, defend, indemnify and hold harmless the Board of County Commissioners, Hamilton County, Ohio and the Hamilton County Emergency Management Agency and their respective individual members, officials, officers, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogations (of any party involved in the subject of the Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of Agreement including, without limitation, by Bidder, its subcontractor(s), Bidder's or its subcontractor's(s') employees, agents, assigns, volunteers and those designated by Bidder to perform the work or services encompassed by the Agreement. Bidder agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

## B. Patent and Copyright

Bidder shall assume the defense of, save and hold harmless, and indemnify the Board of County Commissioners and the Hamilton County Emergency Management Agency and their respective individual members officials, officers, employees, agents, and volunteers (the "Indemnified Parties") from and against any and all claims for compensation, suits, demands, actions, settlements, damages, judgments, expenses, legal expenses, court costs or other costs whatsoever relating to Bidder or Bidder caused infringement of any copyright, invention, trade secret, patent used or any other proprietary rights of a third party pertaining thereto.

The Indemnified Parties shall provide Bidder prompt written notice of any such claim, suit, demand, or action of which they become aware, and shall cooperate with Bidder in the defense and settlement thereof. Bidder shall have control of the defense of such claim, suit, demand, or action and the settlement or compromise thereof. In the event Bidder fails to defend the Indemnified Parties as set forth in this paragraph, such parties may defend themselves and Bidder shall pay all actual costs and expenses for such defense including, but not limited to, judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of the Agreement for any reason.

If, during the course of any litigation or threatened litigation concerning such allegations of patent or copyright infringement, a temporary or a final injunction is obtained against the Indemnified Parties' use of the Bidder's deliverables or portions thereof which allegedly caused infringement of any copyright, invention, trade secret, patent used, or any other proprietary rights, or if in Bidder's opinion, a deliverable is likely to be declared infringing of a patent or copyright, Bidder will, at its option and expense, either:

1. Procure for the Indemnified Parties the right to continue using the deliverable(s); or
2. Replace or modify the deliverable(s) for the Indemnified Parties or such infringing portion thereof so that it no longer infringes such copyright, trade secret, or other proprietary right, so long as the utility or performance of the deliverable(s) is not adversely affected by such replacement or modification of the deliverable(s).

### 3.4 Confidentiality and Security:

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

### 3.5 Hamilton County Employees:

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

### 3.6 Insurance Requirements:

#### **GENERAL CONDITIONS**

#### **Bidder's Insurance Provisions**

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

#### **Certificates of Insurance**

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

**Hamilton County Risk Manager  
Room 707  
138 East Court Street  
Cincinnati, OH 45202  
Facsimile: 513-946-4720**

Each policy required by this clause, except worker's compensation and professional liability, shall endorse "the Board of County Commissioners of Hamilton County, Ohio, the Hamilton County Emergency Management Agency and their respective officials, employees, agents, and volunteers" as an additional insured. The additional insured endorsement shall be on ISO form CG 20 10 or its equivalent.

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

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

The acceptance of delivery by Hamilton County or EMA of any certificate of insurance evidencing that the required coverage and limits does not constitute approval or agreement by Hamilton County or EMA that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements.

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

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

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

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

#### **Insurer Qualifications**

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

#### **Insurance Primary**

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

#### **No Reduction or Limit of Obligation**

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

**Additional Insured**

To the extent commercially available, the policy or policies providing liability insurance as required, with the exception of professional liability (if applicable) and workers' compensation, shall defend and include the Board of County Commissioners, Hamilton County, Ohio, the Hamilton County Emergency Management Agency and their respective officials, officers, employees, agents, and volunteers as additional insureds on a primary basis for work performed under or incidental to this Agreement. The form of the Additional Insured endorsement shall be the most recent edition of Insurance Services Office CG 20 10 (Form B) or its equivalent. If any of the other Additional Insureds have other insurance applicable to the loss, this insurance shall be for their benefit only on an excess or contingent basis. The amount of Bidder's insurance shall not be reduced by the existence of such other insurance.

**Severability of Interests**

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

**Duration of Coverage**

All required coverage shall be maintained without interruption during the entire term of this Agreement. The products and completed operations coverage under the Commercial General Liability policy shall maintain coverage for the entire term of this Agreement, plus an additional two (2) years, following final acceptance of the product(s) or the service(s) by EMA. The completed operations coverage shall be endorsed with ISO endorsement CG 20 37 or its equivalent.

**Continuous Operation**

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

**Retroactive Date and Extended Reporting Period**

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

**Subcontractor's Insurance**

Bidder shall cause each subcontractor contracted by Bidder, under this Agreement to purchase and maintain insurance of the types specified below. When requested

by Hamilton County or EMA, the Bidder shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

### **Joint Ventures**

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

### **Waiver of Subrogation**

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

### **Cooperation**

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

### **Adjustment of First Party Losses**

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

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

### **Replenishments of Limits**

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

### **Insurance Limits and Coverage**

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

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

### **Commercial General Liability Insurance**

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

#### Minimum Limits:

\$2,000,000 each occurrence

\$2,000,000 general aggregate

\$2,000,000 products and completed operations aggregate

\$100,000 fire liability

#### Coverage:

Equivalent to most recent ISO commercial general liability form CG 00 01

Products and completed operations coverage maintained for at least two (2) years.

ISO form CG 20 37 or equivalent

Blanket contractual liability

Broad form property damage

Severability of interest

Personal injury

Waiver of subrogation

Joint venture as named insured (as applicable)

Additional insured endorsement, ISO form CG 20 10 or equivalent

If this is a construction project contract, then the general aggregate limit shall apply to each project.

### **Automobile Liability**

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

#### Minimum Limits:

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

Coverage:

Additional insured endorsement  
 Specific waiver of subrogation  
 Contractual liability

**Worker's Compensation**

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

Minimum Limits:

Worker's compensation-statutory limit meeting the requirements under the laws of Ohio

**Employer's liability**

\$1,000,000 bodily injury for each accident  
 \$1,000,000 bodily injury by disease for each employee  
 \$1,000,000 bodily injury disease aggregate

**Umbrella/Excess Liability**

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

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

Minimum Limits:

\$3,000,000 combined single limit and aggregate limit.

Coverage:

Additional insured endorsement  
 "Pay on behalf" of wording  
 Concurrency of umbrella / excess policy effective dates with primary policy effective dates  
 Blanket contractual liability  
 Punitive damages coverage (where not prohibited by law)  
 Umbrella / excess aggregates apply where applicable in primary policies  
 Umbrella / excess policy will "follow form" of underlying primary insurance  
 Umbrella / excess policy to contain "Drop Down" feature  
 Specific waiver of subrogation



**Self Insured Retention (SIR)** Maximum limit is \$10,000.00 supported by other financial guarantees.

#### 4.0 REQUIREMENTS AND SPECIFICATIONS

The intent of this ITB is to secure pricing for a period of one (1) year (“Initial Term”)

If for some reason the Bidder believes the Bidder can offer the County a better price by submitting pricing for a term other than what was specified, the Bidder must fax or e-mail a timely question to the issuing agent asking that County modify the term of the ITB.

This does not mean that the Bidder’s request will be granted to amend the ITB. County will carefully consider all requests and will have the right to reject any request it considers to not be in its best interest.

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

Bidders who submit bids with pricing in a manner other than what was established for the bid will be disqualified.

**Example:** If County asks for pricing for one (1) year with four (4) optional one (1) year renewal terms and Bidder proposes a (1) one year contract, the bid will be disqualified and will be rejected. In this same regard, if County asks for pricing for an initial term of one (1) year with four (4) optional one (1) year renewal terms and Bidder proposes a five (5) year contract term, the bid will be disqualified and will be rejected.

#### **FTIR Bid Spec for Butler County Hazmat**

Handheld FTIR Spectroscopy chemical identification system with spectral libraries containing explosives, chemical warfare agents, narcotics, TICs/TIMs, pesticides, common white powders, and other chemical classes.

1. Able to analyze solids, liquids, gels and pastes.
2. Contains an integrated pressure device for solids analysis and a built-in liquids well, plus a second diamond-ATR (Attenuated Total Reflection) interface for direct touch-to-sample measurements.
3. Maximum Size: 11” x 6” x 4”
4. Maximum Weight: 5.25 lbs

5. Unit to include hardened waterproof shipping case
6. To include 2 rechargeable Lithium ion batteries or equivalent battery, an external battery charger, an AC Power Adapter and cassette for disposable 123A batteries.
7. Operates for 4 hours on a single battery charge.
8. Contains an external IP-67 rated line power connector.
9. MIL-STD-810G certified operational from -20°C to +50°C.
10. Device configured for 2.4 GHz wireless encrypted data transfer with a 0.5 km line of sight distance from device to command system computer via RF signal. Must include USB RF Modem for command system computer.
11. Wireless data transfer encryption certified to FIPS 140-2 Security Level 1.
12. Including command system laptop with USB RF Modem and command software capable of advanced FTIR mixture analysis. Software to operate on currently supported PC platform.
13. Ready to perform analysis within 1 minute after a cold start at room temperature.
14. Can be decontaminated by immersion without disassembly of any parts.
15. User interface to be at least a 4" LCD color display capable of high visibility in direct sunlight.
16. Keypad buttons light up individually depending on the available software options on any given screen to guide the user through the analysis procedure.
17. Contains a user-accessible display backlight control.
18. Capable of alerting users to the presence of protein in less than 1 second after taking sample.
19. Alert user to the presence of negative FTIR peaks caused by improper cleaning of ATR sensor.
20. FTIR spectrum able to be viewed in real time when placing sample on ATR sensor.
21. System should be able to re-analyze previously collected data against a new set of libraries via laptop command software.
22. Laptop software provides chemical classification capability by highlighting spectral regions that correspond to particular chemical classes.

23. The laptop software supports simultaneous connection for up to 3 FTIR devices.
24. Provide a 3-year extended warranty program that includes:
1. Free Software Updates.
  2. All parts and labor to repair system in the event of malfunction.
  3. Free loaner delivered via overnight carrier in the event of malfunction.
  4. 24/7 reach back access to Ph.D. chemists, engineers and application scientists for interpretation assistance and/or technical support.
25. Provide 1-day of onsite operator training for up to 10 people.

## 5.0 BID FORMAT AND EVALUATION PROCESS

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

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

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

### 5.1 Section 1 – Cover Sheet/Bid Bond:

State the bid number, name and date. See page 2 of this ITB regarding Bid Bonds.

### 5.2 Section 2 – Cost Sheet/Line Items:

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

If submitting a paper bid, the cost sheet must be filled out in its entirety. Bids submitted with escalations and/or footnotes indicating changes or negotiations in price may be disqualified.

### 5.3 Section 3 – Executive Summary:

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

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

#### 5.4 Section 4 – Required Forms:

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

The required forms are listed below and are electronically accessible:

- Registration Form
- Proposal or Bid Form
- Personal Property Tax Form
- Warranty Unresolved finding (formerly state of Ohio Dept)
- Surety Bond Form (if applicable)
- Questionnaire (if applicable)
- Cost Sheet (**Attachment A**)
- Small Business Plan (if applicable) [www.sba.gov/size](http://www.sba.gov/size)

#### 5.5 Section 5 – Bidder References:

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

Each reference must be accompanied by (Available electronically):

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

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

#### **5.6 Section 6 – Personnel Qualifications:**

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

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

#### **5.7 Section 7 – Distinguishing Characteristics (Available electronically):**

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

**Attachment A- Cost Sheet  
ITB# 069-19**

Item	Qty	Cost
<b>Handheld FTIR Spectroscopy Chemical Identification System</b>	<b>1</b>	<b>\$</b>
<b>Shipping</b>	<b>1</b>	<b>\$</b>
<b>Total</b>		<b>\$</b>

**Name of Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**E-mail:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SURETY BOND**

**Suppliers Note:** This document must be notarized. Please print and complete document. The surety must be submitted with the bid. **If responding electronically and submitting a bond or check, the actual bond or check must be received by 11:00 a.m. at the bid ending date and delivered to Hamilton County Purchasing 138 East Court Street Suite 507 Cincinnati, Ohio 45202.** Bid proposals that do not have the actual bond or check present at the time of opening will be considered noncompliant and will not be read.

We, the undersigned, are held and firmly bound unto the Board of County Commissioners of Hamilton County, Ohio, in the sum of \_\_\_\_\_ dollars, for the payment of which we hereby jointly and severally bind ourselves and our legal representatives by these presents, signed and sealed by us, at Cincinnati, this \_\_\_\_\_ day of \_\_\_\_\_(month) \_\_\_\_\_(year).

The condition of this obligation is such, that if the said Board of County Commissioners shall accept the proposal of \_\_\_\_\_, hereinafter called the bidder, and said bidder shall, within sixty (60) days after sending of notice of such award, enter into the prescribed contract in writing, with approved surety or in the case the said bidder shall fail or refuse to perfect said contract as aforesaid, and shall promptly pay all damages accruing to said Board of County Commissioners by reason of such failure or refusal, then this obligation shall be void, otherwise to be in full force and virtue.

Signed and acknowledged in the presence of:

Witness \_\_\_\_\_ Print or type name

\_\_\_\_\_  
SIGN ON THIS LINE

Witness \_\_\_\_\_ Print or type name

\_\_\_\_\_  
SIGN ON THIS LINE

Surety: \_\_\_\_\_

PRINT OR TYPE NAME ABOVE INCORPORATED IN THE STATE OF

\_\_\_\_\_  
SIGN ON THIS LINE

**CERTIFIED CHECK**

If you are submitting a Certified Check: **Check #** \_\_\_\_\_ dollars drawn on \_\_\_\_\_ **bank** is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

**INSTRUCTIONS FOR FILLING OUT THE BOND ABOVE:**

The bond must be executed by an authorized surety, guaranty, or trust company. The amount of surety required will be determined by the County and set forth in the bid documents. The County shall determine the sufficiency of all sureties. If corporate surety is given, the surety or guaranty company must indicate in the bond the state in which it is incorporated. A certificate of authority authorizing the "attorney-in-fact" to sign the bond must accompany the same. A certified or cashier's check may be submitted in lieu of the bond.

**The surety or guaranty company's own form may be substituted for the bond form in the invitation to bid.**

### Section 3- Executive Summary

**Suppliers Note.** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Name of Company:

Address:

Phone:

Fax:

Contact:

E-mail:

Primary Business:

	5
	6

Company History:

	5
	6



**REGISTRATION FORM**  
**PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT**

**ITB#:** ITB 069-19/JW Handheld Spectroscopy

**All inquiries regarding this ITB/RFP are to be e-mailed, mailed or faxed to:**

**Jill E Williams Purchasing Agent I**

**138 E. Court Street, Room 507**

Cincinnati, Ohio 45202

Fax #: (513) 946-4335

Email: [HAMCOPurchasingQuotes@hamilton-co.org](mailto:HAMCOPurchasingQuotes@hamilton-co.org)

The County will not entertain any oral questions regarding this ITB/RFP. Other than specified above, no bidder may contact any county official, employee, project team member or evaluation team member. Bidders are not to schedule appointments or have contact with any of the individuals connected to or having decision-making authority regarding the award of this ITB/RFP.

**Inappropriate contact including attempts to influence the ITB/RFP process, evaluation process or the award process by bidders or by others on their behalf will result in bid/proposal rejection.**

***The only appropriate contact is with the Purchasing Department as listed above.***

Have you been banned from doing business with the State of Ohio?

Is your company a Small Business and if yes, please specify?

Please fax or e-mail this page to the Purchasing Department as soon as possible.

Please fax or e-mail this page to the Purchasing Department as soon as possible.

By faxing or e-mailing this page to the Purchasing Department, you will be registering your company's interest in this ITB/RFP, attendance at pre-bid conference, and it will ensure you will receive all addenda or correspondence. Your signature is an acknowledgement that you have read and understand the information contained on this page. Hamilton County will not be responsible for the timeliness of the delivery via U.S. Mail

<b>DATE:</b>	<input type="text"/>
<b>COMPANY NAME:</b>	<input type="text"/>
<b>ADDRESS:</b>	<input type="text"/>
<b>CITY, STATE &amp; ZIP CODE:</b>	<input type="text"/>
<b>SALES REPRESENTATIVE'S NAME:</b>	<input type="text"/>
<b>TELEPHONE NUMBER:</b>	<input type="text"/>
<b>FACSIMILE NUMBER:</b>	<input type="text"/>
<b>EMAIL ADDRESS:</b>	<input type="text"/>

<b>NUMBER OF PEOPLE ATTENDING PREBID (IF APPLICABLE):</b>	<input data-bbox="980 113 1166 155" type="text"/>
<b>SIGNATURE:</b>	<input data-bbox="802 178 1344 220" type="text"/>

**PROPOSAL OR BID**

**Suppliers Note.** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In compliance with the foregoing invitations for bids, and subject to all conditions set forth, the undersigned offers and agrees, after having carefully examined the specifications, if this bid is accepted within a reasonable time from the date of the opening, to furnish any or all of the items upon which prices are quoted, in accordance with the specifications applying, at the price set opposite each item.

The Legal Advertisement, General Conditions, Special Conditions, Instructions to Bidders, and Specifications and Plans become a part of this proposal.

Delivery, to destination as shown, on any or all of the items will be completed within the specified time period indicated in **Section 4.0 of the ITB.**

**IMPORTANT:** As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested.

**TAXES:** Ohio Sales Taxes are not applicable to Hamilton County purchases.

**TAX ID #:**

**PRINT NAME:**

**SIGNATURE:**

**TITLE:**

**NAME OF COMPANY:**

**NOTE:** Your attention is called to the fact that a bond or certified check must accompany this proposal if so specified in the "INVITATION."

**HAVE YOU PROPERLY SIGNED YOUR BID AND BOND?**

**DATED**

**ADDRESS**

**PHONE NUMBER**



-  
-  
**PERSONAL PROPERTY TAX STATEMENT**

**Suppliers Note:** This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 5719.042 of the Ohio Revised Code, I hereby certify that the company I represent is not delinquent in the payment of personal property taxes to the State of Ohio or any subdivision thereof.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**TO BE COMPLETED BY NOTARY PUBLIC**

On \_\_\_\_\_, there appeared before me  
DATE

\_\_\_\_\_, saying that he/she is  
PRINT NAME

\_\_\_\_\_ of  
PRINT TITLE

-----  
PRINT NAME OF COMPANY

and that he/she understands all of the implications of the above statement and has signed  
in good faith.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC



**WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY**

(Formerly State of Ohio Debt)

**Suppliers Note:** This document must be notarized. Please print and complete document and scan to upload the completed document to your bid response. If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

In accordance with Section 9.24 of the Ohio Revised Code, I hereby certify that the company I represent does not owe any money to the State of Ohio.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

**TO BE COMPLETED BY NOTARY PUBLIC**

On \_\_\_\_\_, there appeared before me  
DATE

\_\_\_\_\_, saying that he/she is  
PRINT NAME

\_\_\_\_\_ of,  
PRINT TITLE

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

and that he/she understands all of the implications of the above statement and has signed in good faith.

\_\_\_\_\_  
SIGNATURE OF NOTARY PUBLIC

Section 5- Bidder References

**Suppliers Note:** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

Company:

ITB#:

ITB Name:

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

<input type="text"/>	5
<input type="text"/>	6

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

<input type="text"/>	5
<input type="text"/>	6

Business Name:

Contact Name:

Address:

Phone:

E-mail:

Projects similar to this bid:

<input type="text"/>	5
<input type="text"/>	6

Business Name:

Contact Name:



Address:

Phone:

E-mail:

Projects similar to this bid:

	5
	6

Section 6- Personnel Qualifications

**Suppliers Note:** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

List names and titles of personnel that will be associated with this bid/contract. Attach work history if desired.

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

5
6

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

5
6

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

5
6

Name:

Title:

Proposed Role:

Industry Certification & Educational Background:

Job Description:

5

| \_\_\_\_\_ 6

Personal Reference:

\_\_\_\_\_ 5  
\_\_\_\_\_ 6

Work History:

\_\_\_\_\_ 5  
\_\_\_\_\_ 6

### Section 7- Distinguishing Characteristics

**Suppliers Note.** If you are submitting your bid in paper form include all of your forms with your proposal in a sealed envelope.

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



## Question and Answers for Bid #ITB 069-19/JW - Handheld Spectroscopy

### Overall Bid Questions

There are no questions associated with this bid.