



HAMILTON COUNTY PURCHASING DEPARTMENT

Items to be filled out by bidders are listed in **GREEN**.
Items that will be filled out by County personnel will be in **PURPLE**.
Items that are of particular importance are in **RED**.

Purchasing Department

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

Assistant County Administrator:
Jeff Aluotto

County Administrator:
Christian Sigman

Director of Purchasing:
JoAnn Cramer, CPPB

Board of County Commissioners:
Chris Monzel, President
Gregory Hartmann, Vice President
Todd Portune

DATE OF ISSUANCE: **June 6, 2014**

INVITATION TO BID (ITB) NUMBER: **124-14**

INVITATION TO BID (ITB) NAME: **Generator**

Date of Pre-Bid Conference:	6/20/14
Deadline for Receiving Final ITB - Questions:	6/22/14
Deadline for Receiving Final ITB - Answers:	6/25/14
BID OPENING DATE:	7/8/14
Small Business Goal:	0 %

Electronic proposals will be received through BidSync or Paper Sealed proposals will be received at the Hamilton County Purchasing Department, Room 507, 138 East Court Street, Cincinnati, Ohio 45202, until 11:00 AM on the date listed above and will be read at that time. The **Public Opening of bids will be held in conference room A**. 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. 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 **five percent (5%)** of the total amount of the first years bid, must accompany each bid as a guarantee that if the Bidder’s bid is accepted, a contract will be entered into. The surety must be submitted with the bid. **If responding electronically and submitting a bond or check, the actual bond or check must be received by 11:00 a.m. at the bid ending date and delivered to Hamilton County Purchasing 138 East Court Street Suite 507 Cincinnati, Ohio 45202.** Bid proposals that do not have the actual bond or check present at the time of opening will be considered noncompliant and will not be read.

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

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

DEPARTMENT INFORMATION

Department Name:	Engineer, Joe Smith
Street Address:	Burlington Garage
City:	Cincinnati
State:	Ohio
Zip Code:	45231

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

Additionally, Hamilton County is permitting area Municipalities, Townships, Villages and Cities to utilize our bid opportunities after the award of the bid.

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

GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. The Board of County Commissioners reserves the right to reject any or all bids and, unless otherwise specified by the 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 (the "County") is an equal business opportunity governmental entity and recognizes that small businesses promote employment and economic growth. The County encourages the participation of small businesses on County projects.
3. **(If applicable)** The small business participation goal for this contract is **2%**. The goal may be achieved by contracting with subcontractors and suppliers that meet the Small Business Administration's detailed definitions or size standards (see www.sba.gov/size for more information).
4. The County will make the final payment when the materials, supplies, equipment, or the work performed has been fully delivered or completed to the full satisfaction of the Board of County Commissioners.
5. In case of default by the bidder or contractor, the Board of County Commissioners may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned thereby.
6. Prices must be stated in units or quantities specified.
7. Whenever a reference is made in the specifications or in describing the materials, supplies, or services required, of a particular trade name or manufacturer's catalog or model number, the bidder, if awarded the contract, will be required to furnish the particular item referred to in strict accordance with the specifications and descriptions **UNLESS** a departure or substitution is clearly noted and described in the proposal by the bidder and accepted by the County.
8. The Bidder, if awarded a contract or order, shall and does agree to indemnify, protect, defend, and hold harmless the Board of County Commissioners, Hamilton County, Ohio 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 proposal form, the bidders shall furnish a bond or a certified check, drawn on a solvent bank and made payable to the Board of County Commissioners, in the amount of five percent (5%) of the total amount of the first year bid as a guarantee that, if the bid is accepted, a contract will be entered into. The successful bidder may be required to furnish a bond or a certified check drawn on a solvent bank and made payable to the Board of County Commissioners, for up to one hundred percent (100%) of the total amount of the contract as a guarantee of faithful performance thereof.

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

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

10. Samples, when requested, are returned at the Bidder's expense.
11. In order for proposals to receive consideration, they **MUST BE RECEIVED** prior to the specified time of opening and reading as designated in the invitation.
12. When submitting their bids, Bidders are required to use the system generated bid form furnished by the Purchasing Department when submitting their bids. 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. Proposals having erasures or corrections thereon will be rejected unless explained or noted over the signature of the bidder.
14. Bidders may submit proposals on any one or group of items provided, however, the unit price must be shown as requested.

15. 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 the Bidder must strictly adhere to that condition.
16. Bidder agrees to comply with any new laws or acts regulating 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. 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.

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 or other incentives available during the effective dates of the awarded bid shall be available to the County. If a savings becomes available or if there is a rebate offered during term of the contract, the awarded Bidder must notify the County of information through 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 Hamilton County Board of County Commissioners on behalf of the **Engineer's Department** is accepting electronic or sealed bids for a **Generator**. 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 **Generator**, as defined hereafter. The details of the **Generator** needed are further defined in **Section 4.0, Requirements and Specifications**.

1.1 Purchasing Department:

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

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

**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 Bidders Conference and Registration Process:

A Bidder's Conference will take place at the **Hamilton County Engineer's Department, 138 East Court Street, Cincinnati, Ohio 45202 on June 20, 2014 at 10:00 A.M. EST**. The purpose of the conference is to answer questions related to the ITB. **While the Bidder's conference is not mandatory, no other opportunity to visit this site will be provided.**

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

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

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

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

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

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

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

Examples of unauthorized communication are:

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

Communication being e-mailed, mailed or faxed regarding the legal bid process, technical aspects or Scope of Service are to be sent to the Purchasing Department. The address is listed in **Section 1.1, Purchasing Department**. No questions can be received after **June 22, 2014 at 12:00 P.M. EST**. The final responses will be e-mailed or faxed on **June 25 2014** at the close of business. Only Bidders who e-mail, fax and register for the ITB will receive copies of all questions and answers.

1.3 Bidder Disclosures:

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

1.4 Bidder Examination of the ITB:

Bidders shall carefully examine the entire ITB and any addenda thereto, all related materials and data referenced in the ITB or otherwise available, and shall become fully aware of the nature of the request and the conditions to be encountered in providing the requested products, meeting the requirements and 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 or fax to all parties who registered without divulging the source of the request. All Bidders who plan to submit a bid must register with the **Purchasing Department, Section 1.1** of this document.

If a Bidder fails to notify Hamilton County prior to **June 22, 2014 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, Bidders Conference and Registration Process** of the ITB.

1.6 Availability of Funds:

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

2.0 SUBMISSION OF BID

2.1 Preparation of Bid:

Bids must include a straightforward, concise delineation of qualifications, capabilities, and experience to satisfy the requirements of the ITB. Expensive

binding, colored displays, promotional materials, graphics etc. are not necessary or desired.

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

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

All bids submitted shall become the property of the County 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 unless identified as 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 information 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 Bidders' sole responsibility to legally defend the actions of the County for withholding Bidder's documents as trade secret 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 under any circumstances. The Bidder must certify that the bid and pricing will remain in effect for the duration specified. All materials submitted in response to the ITB will become the property of Hamilton

County and may be returned only at Hamilton County's option and at the Bidder's expense.

2.3 False or Misleading Statements:

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

2.4 Bidder Representative's Signature:

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

2.5 Delivery of Bids:

Bidders submitting their bids electronically must submit their bid through Bid Sync by 11:00 a.m. EST on **July 8, 2014**. 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 July 8, 2014**. Sealed bids must be delivered prior to the time of the bid opening or they will be rejected. All bids must reference **ITB # 124-14- Generator**. The cost sheet issued with the bid may not be altered.

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

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

2.6 Acceptance and Rejection of Bids:

Hamilton County reserves the right to:

- Award a bid received on the basis of individual items, or on the entire list of items

- Award based on amount of initial term or on initial term plus optional renewal year(s)
- Award or not award any portion of this contract
- Award to multiple Bidders
- Reject any or all bids, or any part thereof
- Waive any informality in the bids
- Eliminate conditions or terms that are not in the best interest of Hamilton County and its residents
- The County makes no representations or guarantees as to any minimum amounts being purchased by the County or if the County will purchase through this bid.

2.7 Evaluation and Award of Contract:

Preliminary Bid Review:

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

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

- **Stage 1 Review**

Bidders are required to submit bids in accordance with Section 5 of this ITB. All bids will be initially reviewed by the Issuing Officer to ensure that the bid meets the requirements for submission set forth in this ITB (i.e. timeliness, number of copies, formatting, inclusion of bond and forms, etc.). If a bid is deemed by the Issuing Officer as meeting all such requirements, the bid shall be reviewed and evaluated in accordance with the evaluation criteria set forth in this ITB (Stage 2). At any time during the evaluation process, the County may request additional information from the Bidder. Such information requests and Bidder’s responses must always be in writing. Information may be requested from sources outside the bid document.

Bids which do not meet all of the above Stage 1 review submission requirements will be deemed “Non-Qualified” and will not be reviewed for Stage 2.

- **Stage 2 Review**

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

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

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

- Overall responsiveness, viability and completeness of the bid as well as the likelihood that, in the County's opinion and in the County's discretion, the bid best meets or exceeds Hamilton County's specifications;
- Bidder references;
- The criteria for the Stage 1 review;
- Completeness of all forms;
- Information in the Executive Summary;
- Personnel Qualifications;
- Distinguishing Characteristics;
- The Cost of the Proposed Products, Services and Goods
- Any other facts considered relevant by the County and demonstrated by the bid or investigation by the County;
- Experience with a similar project of comparable size and scope;
- Samples will be evaluated (if applicable);
- Ability to meet requirements, functionalities, products and services set forth in section 4 of this ITB;
- Ability to meet the timelines and deadlines set forth in Section 4 of this ITB; and
- Bidder's inclusion of exceptions to this ITB which do not result in rejection of the bid.

2.8 Bid Selection:

Bid selection does not guarantee a contract will be awarded.

The selection process includes:

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

3.0 TERMS AND CONDITIONS:

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.

The ITB and the Bidder's bid shall be included as part of any resulting contract. Should there be any inconsistencies between the incorporated documents the order of controlling document shall be: first, the Contract Agreement; second, the ITB; and third, the Bidder's bid.

All deviations or exceptions from the ITB in the Bidder's bid must be listed and clearly explained under a special section identified as "Deviations and Exceptions to ITB".

3.1 Type of Contract:

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

If the Bidder proposes a different type of approach, they must describe the contractual protection offered to ensure successful completion of the project. If the Bidder proposes a multi-Bidder or sub-contract approach, clearly describe the responsibilities of each party and the assurances of the performance the Bidder offers.

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

3.2 Contract Period, Funding and Invoicing:

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

3.3 Confidentiality and Security:

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

3.4 Hamilton County Employees:

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

3.5 Insurance Requirements:

GENERAL CONDITIONS

Bidder's Insurance Provisions

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

Certificates of Insurance

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

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

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

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

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

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

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

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

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

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

Insurer Qualifications

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

Insurance Primary

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

No Reduction or Limit of Obligation

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

Additional Insured

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

Severability of Interests

Bidder shall require all insurance policies in any way related to the goods or services provided under this Agreement and secured and maintained by Bidder to

include a severability provision or an endorsement waiving “cross claim exclusion between insureds” verbiage contained therein. Bidder shall require of subcontractors, by appropriate written agreements, similar waivers are included in subcontractor’s insurance policies.

Duration of Coverage

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

Continuous Operation

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

Retroactive Date and Extended Reporting Period

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

Subcontractor’s Insurance

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

Joint Ventures

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

Waiver of Subrogation

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

Cooperation

Bidder and County agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of

safety, insurance program administration, claim reporting and investigating, and audit procedures.

Adjustment of Losses

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

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

Replenishments of Limits

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

Insurance Limits and Coverage

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

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

Commercial General Liability

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

Minimum Limits:

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

Coverage:

- Equivalent to most recent ISO commercial general liability form ISO CG 00 01
- Products and completed operations coverage maintained for at least two (2) years
- Blanket contractual liability
- Broad form property damage
- Severability of interest
- Personal injury
- Waiver of subrogation
- Joint venture as named insured (as applicable)
- Additional insured endorsement

Automobile Liability

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

Minimum Limits:

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

Coverage:

- Additional insured endorsement
- Specific waiver of subrogation
- Contractual liability

Worker's Compensation

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

Minimum Limits:

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

Employer's liability

\$1,000,000 bodily injury for each accident

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

\$1,000,000 bodily injury disease aggregate

Umbrella/Excess Liability

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

The amounts of insurance required in this section General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Bidder purchasing coverage for the limits specified or by any combination of underlying and umbrella

limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- Minimum Limits:

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

- Coverage:

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

Self Insured Retention

\$10,000

3.6 DEBARMENT AND SUSPENSION

Bidder will, upon notification by any federal, state, or local government agency, immediately notify the County of any debarment or suspension of Bidder being imposed or contemplated by the federal, state or local government agency. Bidder will immediately notify the County if it is currently under debarment or suspension by any federal, state, or local government agency.

4.0 REQUIREMENTS AND SPECIFICATIONS

This is where you find the details of what we want to purchase

The intent of this ITB is to secure pricing for **one (1) year**. Bidders must submit proposals for the specified term and all options.

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

This does not mean that your request will be granted to amend the bid document. The 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 the County asks for pricing for one (1) year with four (4) one year options to renew and the Bidder proposes a one year contract the bid will be disqualified.

Specifications

XXXXX
XXXXX

XXXXX
XXXXX

5.0 BID FORMAT AND EVALUATION PROCESS

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

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

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

5.1 Section 1 – Cover Sheet/Bid Bond:

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

5.2 Section 2 – Cost Sheet/Line Items:

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

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

5.3 Section 3 – Executive Summary:

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

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

the proposed services. Include the Bidder's mission statement, philosophy of service, and any special qualifications.

5.4 Section 4 – Required Forms:

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

The required forms are listed below and are electronically accessible:

- Registration Form
- Proposal or Bid Form
- Personal Property Tax Form
- Warranty Unresolved finding
- Surety Bond Form (if applicable)
- Questionnaire (if applicable)
- Cost Sheet (**Attachment A**)

5.5 Section 5 – Bidder References:

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

Each reference must be accompanied by (Available electronically):

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

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

5.6 Section 6 – Personnel Qualifications:

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

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

5.7 Section 7 – Distinguishing Characteristics (Available electronically):

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

ITB# 124-14- Attachment A- Cost Sheet

Total Cost of Generator	\$44,444
Warranty	\$2,000
Other	\$

Name of Company: ABC Company

Address: 444 Any Street

City: Cincinnati State: Ohio Zip: 45202

Phone: 513-555-5555 Fax: 513-555-5555

E-mail: ABC@abc.com

Signature: John Doe Date: 6/28/14

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:XXXX
Address:XXXX
Phone:XXXXX
Fax:XXXX
Contact:XXX
E-mail:XXXX

Primary Business:

XXXXXXXXX

Company History:

XXXXXXXXXX

REGISTRATION FORM
PLEASE READ AND ACKNOWLEDGE RECEIPT OF THIS DOCUMENT

ITB#: 124-14 (JW)

All inquiries regarding this ITB are to be e-mailed, mailed or faxed to:
(AGENT NAME & TITLE)

138 E. Court Street, Room 507
 Cincinnati, Ohio 45202
 Fax #: (513) 946-4335

Email: HAMCOPurchasingQuotes@hamilton-co.org

The County will not entertain any oral questions regarding this ITB. 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. **Inappropriate contact including attempts to influence the ITB process, evaluation process or the award process by bidders or by others on their behalf will result in bid 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? _____

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, 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

DATE:	6/28/14
COMPANY NAME:	ABC Company
ADDRESS:	444 Any Street
CITY, STATE & ZIP CODE:	Cincinnati
SALES REPRESENTATIVE'S NAME:	Ohio
TELEPHONE NUMBER:	45202
FACSIMILE NUMBER:	513-555-5555
EMAIL ADDRESS:	513-555-5555
NUMBER OF PEOPLE ATTENDING PREBID (IF APPLICABLE):	2
SIGNATURE:	John Doe

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 #: Your Social Security Number or Tax ID Number

PRINT NAME: John Doe

SIGNATURE: John Doe

TITLE: Owner

NAME OF COMPANY: ABC 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?

6/28/14

DATED

444 Any Street

ADDRESS

Cincinnati, Ohio 45202

513-555-5555

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.

John Doe

SIGNATURE

John Doe

PRINT NAME

Owner

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On **6/28/14** _____, there appeared before me
DATE

John Doe _____, saying that he/she is
PRINT NAME

Owner _____ of
PRINT TITLE

ABC Company _____,
PRINT NAME OF COMPANY

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

Have form notarized

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.

John Doe

SIGNATURE

John Doe

PRINT NAME

Owner

TITLE

TO BE COMPLETED BY NOTARY PUBLIC

On 6/28/14, there appeared before me
DATE

John Doe, saying that he/she is
PRINT NAME

Owner of,
PRINT TITLE

ABC Company
PRINT NAME OF COMPANY

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

Notary

SIGNATURE OF NOTARY PUBLIC

Ohio Department of Public Safety

Division of Homeland Security

<http://www.homelandsecurity.ohio.gov>

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

GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration of the provision of material assistance to a terrorist organization or organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List (see the Ohio Homeland Security Division website for a reference copy of the Terrorist Exclusion List).

Any answer of “yes” to any question, or the failure to answer “no” to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, “material support or resources” means currency, payment instruments, other financial securities, funds, transfer of funds, and financial services that are in excess of one hundred dollars, as well as communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

LAST NAME		FIRST NAME		MIDDLE INITIAL
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME <i>ABC Company</i>			
BUSINESS ADDRESS <i>444 Any Street</i>			
CITY <i>Cincinnati</i>	STATE <i>Ohio</i>	ZIP <i>45202</i>	COUNTY <i>Hamilton</i>
PHONE NUMBER			

<p>DECLARATION</p> <p>In accordance with division (A)(2)(b) of section 2909.32 of the Ohio Revised Code</p> <p>For each question, indicate either “yes” or “no” in the space provided. Responses must be truthful to the best of your knowledge.</p>

1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?

YES NO

6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism?

YES NO

In the event of a denial of a government contract or government funding due to a positive indication that material assistance has been provided to a terrorist organization, or an organization that supports terrorism as identified by the U.S. Department of State Terrorist Exclusion List, a review of the denial may be requested. The request must be sent to the Ohio Department of Public Safety's Division of Homeland Security. The request forms and instructions for filing can be found on the Ohio Homeland Security Division website.

CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

X John Doe
Signature

6/28/14
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 5% 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 28th day of June, 2014.

The condition of this obligation is such, that if the said Board of County Commissioners shall accept the proposal of ABC Company, 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 Witness Print or type name

SIGN ON THIS LINE

Witness Witness Print or type name

SIGN ON THIS LINE

Surety: Surety

PRINT OR TYPE NAME ABOVE INCORPORATED IN THE STATE OF

Surety Signature

SIGN ON THIS LINE

CERTIFIED CHECK

If you are submitting a Certified Check: Check # 456 dollars drawn on Bank name 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 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:XXX
ITB#:XXX
ITB Name:XXX

Business Name: XXX
Contact Name:XXX
Address:XX
Phone:XX
E-mail:XX
Projects similar to this bid:XXXX

Business Name:
Contact Name:
Address:
Phone:
E-mail:
Projects similar to this bid:

Business Name:
Contact Name:
Address:
Phone:
E-mail:
Projects similar to this bid:

Business Name:
Contact Name:
Address:
Phone:
E-mail:
Projects similar to this bid:

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:XXX
Title:XXX
Proposed Role:XX
Industry Certification & Educational Background:XXX
Job Description:XXX

Name:
Title:
Proposed Role:
Industry Certification & Educational Background:
Job Description:

Name:
Title:
Proposed Role:
Industry Certification & Educational Background:
Job Description:

Name:
Title:
Proposed Role:
Industry Certification & Educational Background:
Job Description:

Personal Reference:

Work History:
