

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: SCANNING ELECTRON MICROSCOPE WITH ENERGY DISPERSIVE X-RAY DETECTION INSTRUMENTATION (SEM/EDS)

CONTRACT No.: OT907708

EFFECTIVE DATES: 04/01/08 to 03/31/11

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT907508 that opened on 03/07/08. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to Attorney General of Ohio, 30 East Broad Street, 17th floor, Columbus, OH 43215-3400, as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Michael S. Shaw, CPPB
michael.shaw@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



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

Signed: _____
Hugh Quill, Director Date

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SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this Bid is provided on page one (1) of the Bid. Through the indicated inquiry closure date, Bidders may visit the Procurement Services website to post Bid related questions at <www.ohio.gov/procure>. Answers to all Bidder questions will be posted on the Procurement Services website and linked to the Bid number. Bidders can make their own inquiry and/or review all inquiry questions/responses from the same website page from which the Bid document is downloaded. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective Bidder shall respond to any verbal instructions or changes to this Bid. Only Bid communications, issued by the Department of Administrative Services, Office of Procurement Services, in a public, published format, will be considered valid.

INCURRED COSTS: The State is not liable for any costs incurred by the Bidder prior to issuance of a Contract.

EXCEPTIONS: Any exceptions to these specifications must be explicitly detailed in the Bidder's Response. Exceptions will not disqualify a Bidder's Response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal Bid Responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the Bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the Bid Response. The State will require the Bidder to retract any intolerable exceptions in order to remain in consideration for award.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the Bid Response. Required documentation/materials should be submitted with the Bid. If not submitted with the Bid, the Bidder must provide the said documentation/materials within ten (10) calendar days, after notification, to the Office of Procurement Services. Failure to provide mandatory submissions with the Bid Response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the Bidder being deemed as not responsive and the Bid Response will be immediately disqualified with no further consideration given for potential awarding of the Contract.

For specific submission requirements, Bidders should refer to Specifications and Requirements and the Bid Submission Check List for a listing of those mandatory submissions due with the Bid Response and those other submissions that should be submitted with the Bid Response, but which do not become mandatory until requested during the Bid evaluation period.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not provided as part of the Bid Response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the Bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any Contract and will be disregarded by the state of Ohio. Failure of the Bidder to furnish descriptive literature either as part of their Bid Response or within the time specified herein will deem the Bidder not responsive.

AUTHORIZED DISTRIBUTOR: All Bid submissions should include a letter from the manufacturer, on manufacturer's letterhead, that the Bidder is authorized to represent the manufacturer in this Bid effort. The letter must guarantee that all requirements of this Bid will be supported by the manufacturer to include, at least as a minimum: delivery of product within the specified time frame and compliance with all Bid specifications. Failure to submit the letter, either as part of their Bid Response or within the time specified herein, will deem the Bidder not responsive.

MANUFACTURER'S SPECIFICATIONS: Manufacturer's specification sheets should be submitted with the Bid for each item/manufacturer bid. Specification sheets will be labeled with the name of the manufacturer, and the item bid to which the literature applies. If not provided as part of the Bid Response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of Procurement Services to do so. Failure of the Bidder to furnish item specifications, either as part of their Bid Response or within the time specified herein, will deem the Bidder not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will multiply the estimated unit quantity usage by the cost per unit to determine the lot total. For evaluation purposes, the State will use a multiplier of one (1) unit.

PRODUCT DEMONSTRATION: As applicable to the evaluation process, the State may require a product demonstration. This demonstration may be conducted at the manufacturer's applications center or another suitable site mutually agreeable to the State.

PRODUCT SAMPLES: The Bidder(s) may be required to submit samples of the supplies being offered. The samples will be used in the evaluation process to determine the lowest responsive and responsible Bidder. If not included as part of their Bid Response, the Bidder will be required to provide the samples within ten (10) calendar days after notification. Failure to provide the samples within the stated time period will result in the Bidder being deemed not responsive. After award of the Contract, the samples will be used as a basis of comparison with actual product delivered under Contract. Any variation between the samples and product being delivered will be considered as an event of default. Any variations between the samples and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

CONTRACT AWARD: The Contract will be awarded to the lowest responsive and responsible Bidder by low lot total. Low lot total will be determined by multiplying the unit cost by the estimated usage listed in the Bid and then adding each of the totals together to arrive at a total for all items. Failure to bid all items may result in the Bidder being deemed not responsive.

TIMELINESS OF DELIVERY: All orders will be placed with the expectation of delivery within one hundred and twenty (120) days After Receipt of Order (ARO) acknowledgement by the Contractor. The Contractor shall acknowledge the purchase order and verify the anticipated delivery date. If, for any reason, the verified delivery date differs from the date on the purchase order, the Contractor must notify the issuing agency and receive their agreement to the date change in writing. Merchandise delivery that exceeds the agreed upon delivery date may be subject to recovery of damages.

DELIVERY AND ACCEPTANCE: Supplies and services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location and the location of performance will be noted on the purchase order issued by the participating agency.

Supplies will be delivered to the participating agency within one hundred and twenty (120) days after Receipt of Order (ARO). Services will be performed as set forth in the Contract. Acceptance (transfer of title) and payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the supplies/services delivered/provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

TRANSPORTATION CHARGES: The Contractor will be responsible for all transportation charges incurred in the delivery of materials and/or services specified in this Bid and resulting Contract.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this Bid or in any Contract awarded pursuant to this Bid. The Contractor must provide merchandise/service in unit quantity(s) as indicated in the Bid/Bid Response/Contract.

SUBCONTRACTING: The awarded Contractor shall be solely responsible for the Contract. Subcontracting by the Contractor shall not be permitted without prior approval by the State. On a per project basis, the Contractor shall clearly identify which requirements are subcontracted and identify the subcontracting company, corporation, the responsible business contacts therein, and the specific detail of the work to be performed. No Contractor shall engage a subcontractor for work on State property or projects without the prior written approval of the Ohio Attorney General, Bureau of Criminal Identification and Investigation or the authorized site designee.

SPECIAL CONTRACT TERMS AND CONDITIONS

FIXED-PRICE WITH ECONOMIC ADJUSTMENT: The Contract prices(s) will remain firm for the first twelve (12) months duration of the Contract. Thereafter, the Contractor may submit a request to increase their price(s) to be effective thirty (30) calendar days after acceptance by DAS. No price adjustment will be permitted prior to the effective date of the increase received by the Contractor from his suppliers, or on purchase orders that are already being processed, or on purchase orders that have been filled and are awaiting shipment. If the Contractor receives orders requiring quarterly delivery, the increase will apply to all deliveries made after the effective date of the price increase.

The price increase must be supported by a general price increase in the cost of the finished supplies, due to increases in the cost of raw materials, labor, freight, Workers' Compensation and/or Unemployment Insurance, etc. Detailed documentation, to include a comparison list of the Contract items and proposed price increases, must be submitted to support the requested increase. Supportive documentation should include, but is not limited to: copies of the old and the current price lists or similar documents which indicate the original base cost of the product to the Contractor and the corresponding increase, and/or copies of correspondence sent by the Contractor's supplier on the supplier's letterhead, which contain the above price information and explains the source of the increase in such areas as raw materials, freight, fuel or labor, etc.

Should there be a decrease in the cost of the finished product due to a general decline in the market or some other factor, the Contractor is responsible to notify DAS immediately. The price decrease adjustment will be incorporated into the Contract and will be effective on all purchase orders issued after the effective date of the decrease. If the price decrease is a temporary decrease, such should be noted on the invoice. In the event that the temporary decrease is revoked, the Contract pricing will be returned to the pricing in effect prior to the temporary decrease. For quarterly deliveries, any decrease will be applied to deliveries made after the effective date of the decrease. Failure to comply with this provision will be considered as a default and will be subject to Provision I.C. "Termination/Suspension" and Provision II. of the "Contract Remedies:" of the "Standard Contract Terms and Conditions".

LIQUIDATED DAMAGES: In the event that an awarded Contractor fails to perform within the timeframe specified by the Contract and/or purchase order, the agency will contact the Contractor to determine when the purchase order will be fulfilled. If the Contractor cannot fulfill the purchase order requirements within a timeline acceptable to the agency, the agency may procure like-kind supplies/services from another resource and invoice the Contract provider for the full additional amount charged by the third party provider. Invoices for said liquidated damages must be deducted from subsequent Contractor invoices prior to payment by the agency.

Under these damage recovery provisions, the agency may: (1) elect to procure any portion of the original order from another source; (2) charge the Contractor for any difference in cost for the merchandise/service procured; and/or (3) cancel any portion of the original order without Contractor penalty. Also reference Supplemental Contract Terms and Conditions, Article S-9, Time of Delivery, and Standard Contract Terms and Conditions, Section II, Contract Remedies.

INSURANCE DOCUMENTS: Upon the policy renewal date, the Contractor must submit, within thirty (30) days, updated insurance documents showing compliance with all applicable coverages required by this Contract. As required, the documents must include a current Workers' Compensation Certificate and an Acorid Certificate of all applicable insurance coverages and must include all required Commercial General Liability endorsements as described in Articles S-12 and S-13 of the Supplemental Terms and Conditions of this Contract.

Failure to maintain compliant insurance coverage per Article S-14 of the Supplemental Contract Terms and Conditions will be considered a default and will be cause for cancellation of the Contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael S. Shaw.

USAGE REPORTS: Every twelve (12) months the Contractor must submit a report (written or on disk) indicating sales generated by this Contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this Contract. The report shall be forwarded to the Office of Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Michael S. Shaw.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE:

The state of Ohio, Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Attorney General, Bureau of Criminal Identification and Investigation (BCI&I), is seeking Bids for a scanning electron microscope with energy dispersive x-ray detector instrumentation (SEM/EDS). This procurement will include supply and installation of a fully functional SEM/EDS instrument compliant with the specifications and requirements listed herein. The awarded Contractor shall also supply staff training, product warranty, and technical service as described herein.

The initial procurement shall be for one (1) complete SEM/EDS unit as described herein. This unit will be installed at the BCI&I Laboratory, 1560 State Route 56 SW, London, OH 43140. Two additional procurements are projected to occur during the Contract term. Additional procurements are subject to both agency need and availability of funding. Projected requirements are only estimates and may not reflect the actual usage requirements of the agency during the Contract term and any subsequent renewal periods.

II. SEM - EDS SPECIFICATIONS AND REQUIREMENTS:

* For any "NO" answer below, the Bidder must document on their letterhead, how non-compliance with the specification will affect the overall performance of the fully functional SEM/EDS system described herein. Describe in detail and provide additional descriptive literature as necessary to explain/justify the exception to the specification.

The State may, at its sole discretion, request a demonstration of the Bidder's product.

* INDICATE COMPLIANCE		SEM SPECIFICATIONS	
YES	NO	ITEM	DESCRIPTION
xxx		1.0	The instrument must be a digital, PC-Controlled Scanning Electron Microscope
XXXX	XXXX	2.0	The Scanning Electron Microscope (SEM) must:
xxx		2.1	have a Windows XP or Windows Vista computer controlled system
xxx		2.2	be capable of achieving a resolution of at least 7.0 nm at high accelerating voltage in the SE mode
xxx		2.3	have an accelerating voltage adjustable from 1KV to 25KV
xxx		2.4	be equipped with a standard tungsten filament
xxx		2.5	be supplied with a spare wehnelt assembly
xxx		2.6	have an analytical working distance of no greater than 20 mm and must provide a take-off angle of at least 35 degrees for EDS analysis
xxx		2.7	have a magnification range that is variable from 5X (or lower) to at least 250,000X
xxx		2.8	be equipped with an infrared chamber scope
XXXX	XXXX	3.0	The specimen chamber and stage must meet the following minimum requirements:
xxx		3.1	3 or more axis (X, Y, Z) stage with full motorization for X and Y. Stage motion via joystick, keyboard entry or mouse
xxx		3.2	stage dimensions x = 80 mm; y = 60 mm
xxx		3.3	be supplied with two sample holders capable of holding 20 or more GSR stubs each
xxx		3.4	ability to view entire 20+ stub sample holder without utilizing stage rotation
xxx		3.5	ability to exchange samples without having to reach into the chamber
xxx		3.6	the stage must be capable of quickly returning to a stored position within 2 micrometers accuracy

SPECIFICATIONS AND REQUIREMENTS

* INDICATE COMPLIANCE		SEM SPECIFICATIONS	
YES	NO	ITEM	DESCRIPTION
XXXX	XXXX	4.0	The electron detectors must meet the following minimum requirements:
xxx		4.1	A conventional E-T type secondary electron detector
xxx		4.2	A 4 or more element solid state backscatter electron detector
xxx		4.2.1	The detector should permit separation of signal to show pure compositional and/or topographical image
xxx		4.2.2	The ratio of compositional to topographical signal should be electronically variable
xxx		4.2.3	Location of the detector must not hinder high resolution SE imaging or limit EDS, or any other imaging mode performance
XXXX	XXXX	5.0	The scanning/display system must meet the following minimum requirements:
xxx		5.1	Full frame scan, reduced area scan, line scan and spot with cross hairs
xxx		5.2	At least five scan speeds
xxx		5.3	At least 18.1" color LCD flat panel display at 1024x768 pixel resolution
xxx		5.4	Images shall be able to be displayed as full screen display or at full pixel resolution
xxx		5.5	It should be possible to modify brightness, contrast or color enhance SE or BSE images
xxx		5.6	Integrated desktop publishing with templates for printing single or multiple images along with annotation and microscope operating conditions
xxx		5.7	Single keyboard/mouse control of both SEM and EDS
XXXX	XXXX	6.0	The computer/operating system must meet the following minimum requirements:
xxx		6.1	Graphical user interface running under MS Windows XP or Windows Vista
xxx		6.2	2.8 GHz processor or better
xxx		6.3	minimum 80 GB hard drive
xxx		6.4	DVD +/-RW drive
xxx		6.5	minimum 512 MB RAM
xxx		6.6	Ethernet card
xxx		6.7	Photo quality, color inkjet printer
xxx		6.8	Single keyboard/mouse operation with EDS system
xxx		6.9	Matching Flat Panel Display to that of the SEM for use with the EDS system
			EDS SPECIFICATIONS
XXXX	XXXX	7.0	The EDS system shall be:
xxx		7.1	An Oxford INCA Energy system or an Aspex system
xxx		7.1.1	Oxford system shall:
xxx		7.1.1.1	Be equipped with a premium resolution Silicon Drift Detector (SDD): 133eV or better guaranteed resolution with a thin window for detection of Be-U
xxx		7.1.1.2	Be equipped with Oxford INCA Energy GSR software
	xxx	7.1.2	Aspex system shall:
	xxx	7.1.2.1	Be equipped with a Silicon Drift Detector (SDD) with a light element ultra thin window with energy resolution of 133eV or better
	xxx	7.1.2.2	Be equipped with Aspex GSR software
			SEM - EDS REQUIREMENTS
XXXX	XXXX	8.0	Installation and Training
XXXX	XXXX	8.1	SEM supplier shall:
xxx		8.1.1	Provide shipping and installation within 120 days after receipt of order (ARO)
xxx		8.1.2	Demonstrate the specified performance of the SEM
xxx		8.1.3	Provide on-location training to thoroughly familiarize users with proper operation and routine maintenance – within two months of final installation of a fully functional system
xxx		8.1.4	Provide a minimum two day user's course in operation of the SEM, including supplies, for at least two operators at manufacturer's applications center – within one year after final installation of a fully functional system
xxx		8.1.5	Must furnish all technical literature and operation manuals

SPECIFICATIONS AND REQUIREMENTS

* INDICATE COMPLIANCE		ITEM	SEM - EDS REQUIREMENTS
YES	NO		DESCRIPTION
XXXX	XXXX	8.2	EDS supplier shall:
xxx		8.2.1	Provide shipping and installation
xxx		8.2.2	Provide on-site training for the GSR software once the system has been installed and meeting the manufacturer's published specifications– within two months of final installation of a fully functional system.
xxx		8.2.3	Within one year after final installation of a fully functional system, provide a minimum two day training class at the manufacturer's applications center for two users, at no extra cost to the State. This is training expense only and does not include travel, food, or lodging.
xxx		8.2.4	Must furnish all technical literature and operation manuals
XXXX	XXXX	9.0	Warranty/Service
xxx		9.1	Quoted prices shall include a manufacturer's warranty of two full years for each of the SEM and EDS components, to commence at the completion of the installation and agreement by operators that the instrument is working properly. During the warranty period, supplier shall assume responsibility for any and all defects in materials, workmanship and performance.
xxx		9.2	Supplier's technicians shall make two semi-annual preventive maintenance inspections of the equipment for cleaning and adjustment of all instrument components as necessary at no additional cost during the warranty period. Unlimited emergency service shall be provided at no additional cost.

PRICE SCHEDULE

OAKS ITEM ID.	EST. QTY	UNIT	ITEM DESCRIPTION	UNIT PRICE
13023	(1) 1	EACH	SCANNING ELECTRON MICROSCOPE WITH ENERGY DISPERSIVE X-RAY DETECTOR INSTRUMENTATION (SEM/EDS) AS DESCRIBED HEREIN	\$ 165,875.00

(1) The initial procurement shall be for one (1) complete SEM/EDS unit as described herein. Two additional procurements are projected to occur during the Contract term. Additional procurements are subject to both agency need and availability of funding. Projected requirements are only estimates and may not reflect the actual usage requirement of the agency during the Contract term and any subsequent renewal periods. Additional procurements are subject to the Fixed-Price with Economic Adjustment clause of the Special Contract Terms and Conditions.

As a baseline for any future cost increase requests, Bidders shall indicate as a percentage of the total cost for one complete SEM/EDS unit, what the cost elements are for the unit and required warranty/service. Sum of percentages must equal one hundred percent. (2)

Administrative Cost	Labor Cost	Transportation Cost	Supplies Cost	Warranty/Service Cost
10 %	15 %	3 %	65 %	7 %

(2) Bidders may also specify additional cost elements that may be cause for future cost adjustment requests.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000011455
Tescan USA Inc.
508 Thomson Park Drive
Cranberry Township, PA 16066

CONTRACTOR'S CONTACT: Tony Owens

PREFERRED METHOD OF RECEIVING PURCHASE ORDERS:

BID CONTRACT NO: OT907708-1 (03/31/11)

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (724) 772-7433
Fax: (724) 772-7434
E-mail: towens@tescan-usa.com

E-mail orders to: info@tescan-usa.com

CONTRACTOR AND TERMS:

0000101061
US Bank – State Procurement Card

BID CONTRACT NO: OT907708-2 (03/31/11)

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