

Request for Proposal
Issued by:
The Ohio Department of Commerce
Division of State Fire Marshal
Issue Date: 04/29/2015
Closed Date: 05/05/2015
SEM EDS Forensic Lab Device Replacement Upgrade
RFP Number: COM2015-SFM02

I. Purpose

The Ohio Department of Commerce (ODOC) on behalf of the Division of the State Fire Marshal Forensic Lab (SFM) is seeking bids for the replacement, installation and maintenance of a new SEM EDS device.

II. Background

The State Fire Marshal Forensic Lab is responsible for forensic research for potential arson related fires across the state. It is imperative the lab is equipped with the most accurate and reliable equipment available to maintain the timeliness and accuracy of evidence used in pending investigations and court cases.

III. Scope of Work

The Forensic Lab is looking for a qualified vendor to submit a bid for the purchase, installation, warranty and maintenance of a SEM EDS device. See the minimum associated specifications listed below:

A. Performance Specifications

1. Minimum required SEM instrument components / capabilities

- SEM instrument
- Variable pressure scanning electron microscope
- Turbo molecular pump with no water recirculation
- 5 axis motorized computer controlled stage
- Large sample chamber
- Windows 7 operating system
- IR chamber scope with monitor
- Low kV performance
- Can accommodate up to at least 8" samples
- Multi sample stage holder
- Pre centered cartridge filaments
- Wehnelt caps
- Joystick for motorized stage
- Ultra variable pressure for detector
- Live 3D imaging
- Auto startup
- 5 element solid state backscatter detector
- Ultra low voltages (<1kV)
- Auto beam setting

- Ability to use same mouse and keyboard to operate both instruments
- Vendor supported data management
- 3 year warranty
- Short working distances

2. **Minimum required Detector instrument components / capabilities**

- Oxford xmaxN80 detector
- Aztec Feature software
- Integrated inca/aztec energy software and familiarization
- Aztec trump software
- 12 month warranty

3. **Additional services**

- Pre-installation meeting
- Installation
- System installation and basic operational training at the State Fire Marshal
- Tech support
- 48 hour guaranteed response time
- Documented history of highly regarded customer service in the forensic science field

- **Firm Fixed Pricing** - Listed pricing should be in the form of not-to-exceed firm fixed pricing per the terms of the proposal.
- **Proposed Schedule** - The proposed schedule submitted will be an estimated timeline and will need to be finalized and coordinated with an onsite point of contact.
- **Project Point of Contact** – Please include a point of contact with contact information.
- **System Testing** – System testing must be completed successfully to the satisfaction of Forensic Lab, prior to completion and payment. A final performance test of all components must also be completed prior to project completion and final payment.

IV. **Bid Requirements**

Submitted bids shall include the following sections:

1. **Cover Letter:**

The cover letter shall be in the form of a standard business letter, include a brief introduction of your company. It should also include the pertinent contact information for an assigned point of contact.

2. **Contractor Qualifications:**

- Firm Capabilities** – Brief description of firm capabilities and history in market.
- Prior Experience References** – The firm should provide at least two references of projects of similar scope completed by your firm in the past 24 months.
- List of Applicable Certifications** – Please list all pertinent certifications.

3. **Proposed Warranties** – Provide detailed description of the proposed warranty programs by contractor or manufacturer as specified.
4. **Cost Summary** – The summary should itemize all costs required equipment components and additional materials with item descriptions and manufacturer with manufacturer numbers. Warranty pricing should be included and itemized.
5. **Submission Deadlines and Restrictions.**

Bid related questions should be submitted through the public online procurement portal associated with this solicitation.

All proposals should be submitted by **5:00 pm (eastern standard) on May 05, 2015**. The Department of Commerce will not respond to any inquiries made after this time. The Department of Commerce may reject any proposals or unsolicited proposal amendments that are received after the deadline. The Department may reject proposals regardless of the cause for the delay.

Completed bids should be submitted electronically in a current PDF format to:

Agency Procurement Officer: Todd Gable
Phone Number: (614) 644-2328
Email Address: Todd.Gable@com.ohio.gov

V. Evaluation of Proposals

Of the bids meeting the minimum requirements, bids will be evaluated on a best value basis based on low price and strength of warranty / maintenance offerings:

Requirements	Description	Weight
On Time Submission and Proper Formatting	✓ Proposals were submitted on time and in the format outlined in the proposal requirements	Yes or No
Warranty / Maintenance / Support	<ul style="list-style-type: none"> ✓ Maintenance and support management plan ✓ Response time ✓ Warranty descriptions 	40%
Cost Proposal	✓ Contractor shall provide a cost proposal for each of the components / capabilities outlined in Section III the Scope of Work. The cost summary shall include an itemized schedule of all expenses incurred.	60%

VI. Standard Terms and Conditions

By submitting a bid to the Ohio Department of Commerce (“Commerce”), each Contractors agreeing to the following terms and conditions. Nothing herein guarantees that the Vendor’s bid or proposal will be

accepted by Commerce. Nothing provided by Contractor and/or Commerce shall amend, modify, or rescind the following terms and conditions.

Bids and Proposals are Firm for 90 days. Unless stated otherwise, once opened all bids or proposals are irrevocable for ninety (90) days. Beyond ninety (90) days, Contractor will have the option to honor its bid or proposal or make a written request to withdraw its bid or proposal from consideration.

Secretary of State. The contractor is properly registered with the Ohio Secretary of State pursuant to Ohio Revised Code §§ 1703.01 to 1703.31 as applicable.

Bids and Proposals are Public Record. After a bid or proposal is opened, it is a public record as defined in Ohio Revised Code §149.43 and therefore, a Contractor should not include trade secret or proprietary information in its bid or proposal.

OBM Certification of Funds. All purchases for goods or services by Commerce are contingent upon approval by OBM that all statutory provisions under Ohio Revised Code §126.07 have been met and that the Controlling Board has approved the purchase or service when applicable.

Non-appropriation. Commerce's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligation due by Commerce, then Commerce will be released from its obligations on the date the funding expires.

The current General Assembly cannot commit a future General Assembly to expenditure. Any agreement between the Contractor and Commerce will expire at the end of the next biennium if not sooner by agreement of the parties.

Taxes. Commerce is exempt from federal excise taxes and all state and local taxes, unless otherwise provided herein. Commerce does not agree to pay any taxes on commodities, goods, or services acquired from any Vendor.

Payments, Invoices and Interest. Any payments will be due on the 30th calendar day after the later of: (1) the date of actual receipt of a proper invoice by Commerce's Fiscal Office, or (2) the date the Deliverable(s) is/are accepted in accordance with the terms of the purchase. The date of the warrant issued in payment will be considered the date payment is made. Section 126.30 of the Ohio Revised Code may be applicable and, if so, requires payment of interest on overdue payments for proper invoices. The interest charge shall be at a rate per calendar month, which equals one-twelfth of the rate per annum prescribed by Section 5703.47 of the Ohio Revised Code.

Insurance. The State of Ohio is self-insured.

Ohio Election Law. Contractor affirms that it is compliant with Section 3517.13 of the Ohio Revised Code.

Ohio Ethics Law. Contractor affirms that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

Drug-Free Workplace. Contractor agrees to comply with all applicable Ohio laws regarding maintaining a drug-free workplace. Contractor will make a good faith effort to ensure that all Vendor's employees, while working on State property, will not have or be under the influence of illegal drugs or alcohol or abuse prescription drugs in any way.

Equal Employment Opportunity. Contractor agrees that it complies with the requirements of Section 125.111 of the Ohio Revised Code and that it will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices.

Workers' Compensation. Contractor shall provide its own workers' compensation coverage for the entire duration of all work performed. Commerce is hereby released from any and all liability for injury received by the Vendor, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities for Commerce.

Prohibiting the Expenditure of Public Funds on Offshore Services. The Contractor affirms to have read, understands Executive Order-12 K, and shall abide by those requirements in the performance of any work for Commerce. Commerce reserves the right to recover any funds paid for services the Contractor performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided herein.

State Audit Findings. Contractor affirmatively represents to Commerce that it is not subject to a finding for recovery under R.C. 9.24 or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Contractor agrees that if this representation is deemed to be false, any Agreement between Contractor and Commerce shall be void *ab initio* and any funds paid by Commerce hereunder shall be immediately repaid to Commerce, or an action for recovery may be immediately commenced by Commerce for recovery of said funds.

Indemnification, Hold Harmless, Attorney's Fees and Representation. Any provisions requiring Commerce to indemnify, hold harmless or pay attorney's fees to Vendor, do not meet the requirements of state law and shall be considered stricken from any agreement made between the parties. Any requirement that Contractor defend a lawsuit where Commerce has been named as a party is subject to Section 109.02 of the Ohio Revised Code.

Termination. Any agreement may be terminated by the unilateral action of the State by giving 30 days written notice to the Contractor of election to so terminate, or if the Ohio General Assembly fails to appropriate funds for any part of the work contemplated.

Governing Law. This purchase shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. To the extent that Commerce is a party to any litigation arising out of, or relating in any way to, this purchase or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.

Warranties. Any provision disclaiming all express and implied warranties has no effect on the Vendor's duty to perform work in a workmanlike manner and does not disclaim the warranties provide in any maintenance agreements.

Assignment/Delegation. Contractor will not assign any of its rights nor delegate any of its duties without the written consent of Commerce.

Confidentiality. Contractor may learn of information, documents, data, records, or other material that is confidential or contains confidential information during its performance of work for Commerce. The Contractor may not disclose any information obtained as a result of its work for Commerce without Commerce's written permission. The Contractor must assume that that all state information, documents, data, records or other material is confidential unless the information is considered a public record under Ohio Revised Code § 149.43. Contractor is advised to check with Commerce before disclosing any

information. The Contractor also agrees to abide by the provisions in Ohio Revised Code § 1347.15 and Ohio Administrative Code §1301-1-03.

Product Recall. Contractor agrees to notify Commerce if a product purchased by Commerce has been recalled.

Publicity. Contractor will not advertise that it is doing business with Commerce as a marketing or sales tool without the prior written consent of Commerce.

Campaign Contributions. It is expressly agreed by the parties that none of the rights, duties, and obligations herein shall be binding on either party if award of this Agreement would be contrary to the terms of Ohio Revised Code (“R.C.”) 3517.13, 127.16 or Chapter 102.

Independent Contractor Status/No Contributions to OPERS. In accordance with ORC Section 145.038, Contractor acknowledges that it is an independent contractor and not a public employee. Further, Contractor acknowledges that the Agency will not be contributing to the Ohio Public Employees Retirement System (OPERS) on behalf of Contractor or its employees.