



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

ADVERTISEMENT FOR BIDS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 10:00am on May 11, 2022, and then at said time bids will be opened and read aloud for Ice & Water Machine Rental.

Bid documents and specifications are available online at the Warren County Website at <http://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be emailed to Trevor Hearn, Director of Facilities Management, at Trevor.hearn@co.warren.oh.us. Each bid shall contain the full name of each person or company submitting the bid. Sealed bid envelopes shall be clearly marked "Warren County Ice & Water Machine Rental Bid".

Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk

**INSTRUCTIONS AND SPECIFICATIONS
FOR
ICE AND WATER MACHINE RENTAL
FOR UTILIZATION BY
WARREN COUNTY FACILITIES MANAGEMENT**

**WARREN COUNTY BOARD OF COMMISSIONERS
406 JUSTICE DRIVE
LEBANON, OHIO 45036
(513) 695-1250**

PROPOSAL PRICE (BID) SHEET

PROPOSAL PRICE (BID) SHEET

WARREN COUNTY ICE & WATER MACHINE RENTAL AGREEMENT

ANNUAL AGREEMENT PRICING:

<i>Description</i>	<i>Year 1 Cost</i>	<i>Year 2 Option Cost</i>	<i>Year 3 Option Cost</i>
Rental of fifty-six (56) WL Ice 900 units			
Rental of nine (9) PWT Bluv units			
Rental of one (1) Follett 15 unit			
Purification Kits for all rental units			
Purification Kits for six (6) commercial ice machines owned by Warren County			
Other annual costs not included above, if applicable			
Total Annual Cost			

PRICING TO ADD ADDITIONAL UNITS:

<i>Description</i>	<i>Year 1 Cost</i>	<i>Year 2 Option Cost</i>	<i>Year 3 Option Cost</i>
Rental cost to add WL Ice 900 units during the contract (per unit)			
Rental cost to add PWT Bluv units during the contract (per unit)			
Rental cost to add Follett 15 units during the contract (per unit)			
Cost of Purification Kit for any additional WL Ice 900 units (per kit)			
Cost of Purification Kit for any additional PWT Bluv units (per kit)			
Cost of Purification Kit for any additional Follett 15 units (per kit)			

The above quotations to be in full force and effect for sixty (60) days after the date of opening bids. The full name and address of all persons and parties interested in the foregoing bids as principals are as follows:

This equipment meets or exceeds the specifications for same on file in the office of Warren County Facilities Management.

Failure to list any and all detailed deviations on the Exception Sheet pertaining to the Technical Specifications may result in disqualification.

SIGNED

Witness

Company Name

Date

Authorized Representative

Title

EXCEPTION SHEET

Exceptions: Exceptions to any bid specification must be clearly stated on this sheet. This sheet must be submitted with each bid. If there are no exceptions, please indicate "none" below.

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

BIDDER IDENTIFICATION

ATTENTION BIDDER: Please fill out this form and submit with your bid.

COMPANY NAME: _____

CHIEF EXECUTIVE OFFICER: _____

ADDRESS: _____

PHONE NUMBER: _____

FAX NUMBER: _____

PROJECT CONTACT PERSON: _____

PHONE NUMBER: _____

E-MAIL ADDRESS: _____

FEDERAL ID #: _____

WEBSITE ADDRESS: _____

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SECTION A

INVITATION TO BIDDERS

INVITATION TO BIDDERS

Sealed bids will be received by the Clerk of the County Commissioners, Warren County, Ohio, 406 Justice Drive, Lebanon, Ohio 45036, until 10:00 a.m. on May 11, 2022, and then at said time bids will be opened and read aloud for the Ice & Water Machine Rental.

Bid documents and specifications are available online at the Warren County Website at <http://www.co.warren.oh.us/commissioners/Bids/Default.aspx>. Questions regarding the technical specifications should be emailed to Trevor Hearn, Director of Facilities Management, at Trevor.hearn@co.warren.oh.us. Each bid shall contain the full name of each person or company submitting the bid. Sealed bid envelopes shall be clearly marked "Warren County Ice & Water Machine Rental Bid".

Each bid shall contain the full name of each person or company submitting the bid and be accompanied by a bid bond for the full amount of the bid or a certified check in the amount equal to five (5) percent of the bid.

A Bid guaranty, as required by the Ohio Revised Code, Section 153.54, shall accompany each proposal submitted, as follows:

1. A Certified check, cashier's check, or letter of credit equal to five (5) percent of the bid. A letter of credit may only be revocable by the Owner. Upon entering into a contract with the Owner, the contractor must then file a performance bond for the amount of the contract and the bid guaranty will then be returned to the successful and unsuccessful bidders upon contract execution.

OR

2. A form of bid guaranty bond (attached) for the full amount of the bid. Such bond is retained for the successful bidder but returned to unsuccessful bidders after the contract is executed.

Attention of bidders is called to all of the requirements contained in the bid packet. No bidder may withdraw his/her bid within sixty (60) days after the actual date of the opening thereof. All bids shall be properly signed by an authorized representative of the bidder.

Contact the Warren County Commissioner's Office at (513) 695-1250 should you need assistance in accessing the bidding information on the County's website. All contract addenda will be posted to the website prior to the bid opening. Bidders should check the website regularly to stay updated on any changes to the project.

Please be aware that if you are downloading this document to bid this project, and in order to stay updated on any change, please email Krystal Powell in the Commissioners' Office at krystal.powell@co.warren.oh.us with your contact information.

The Board of Warren County Commissioners reserve the right to accept the lowest and best bid, to reject all bids, and to waive any irregularities in bids.

By order of the Board of County Commissioners, Warren County, Ohio.

Tina Osborne, Clerk

SECTION B

GENERAL INSTRUCTIONS TO BIDDERS

GENERAL INSTRUCTIONS TO BIDDERS

Bids for the Ice and Water Machine Rental will be received by the Clerk at the Office of the Warren County Board of Commissioners, 406 Justice Drive, Lebanon, Ohio 45036, until 10:00 a.m., May 11th, 2022 and then at said office publicly opened and read aloud. Bids shall be submitted in a sealed envelope.

BIDDER: To ensure acceptance of your bid, please follow these instructions:

1. **APPLICABLE LAWS:** The Ohio Revised Code and resolutions and procedures of Warren County, insofar as they apply to the laws of competitive bidding contracts and purchases, are made a part hereof. All laws of the United State of America, the State of Ohio, and the County of Warren applicable to the products or services covered herein, are made a part hereof.
2. **PRICING:** Prices should be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, unit prices quoted shall govern.
3. **DELIVERY:** Quotations should include all charges for delivery, packing, crating, containers, etc. Prices quoted will be considered as being based on delivery.
4. **SPECIFICATIONS/DESCRIPTIONS:** References to a particular trade name, manufacturer's catalog, or model number, are made for descriptive purposes to guide the bidder in interpreting the requirements of the County. They should not be construed as excluding proposals on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
5. **TAXES:** The County is generally exempt from Federal Excise Tax and State Sales Tax.
6. **BID INFORMALITIES, REJECTION AND AWARD:** The County reserves the right to reject any or all bids and to waive any irregularities in a bid, or to accept the bid which in the judgment of proper officials is to be in the best interest of the County. The County reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid.
7. **PAYMENTS:** Partial payments may be made upon presentation of a properly executed invoice unless otherwise stated in the bid document. The final payment will be made by the County when the materials, supplies, services, or equipment have been fully delivered and accepted or the work completed to the full satisfaction of the County.
8. **BIDDERS SIGNATURE:** Each proposal price (bid) sheet must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the

partners in the following manner "John James Smith, D.B.A., Smith-James Company, by John James, a partner."

9. **SUBMISSION AND RECEIPT OF BIDS:**

- A. Bidders are requested to use the bid sheet proposal form furnished by the County.
- B. Exceptions to any bid specification must be clearly detailed on the exception sheet. The exception sheets must be completed and submitted attached to the bid sheet. If "none" is shown on the exception sheet, all items bid must be equal or superior to the original specifications.
- C. Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.
- D. Bids shall be submitted in a sealed envelope clearly marked " **Bid Opening – Ice and Water Machine Rental, May 11th, 2022 @ 10:00 a.m.**", and shall display the bidder's name and address in the upper left-hand corner of the envelope.

10. **LOCAL SERVICE:** Local service is to be provided by the successful bidder, if applicable. Service during the warranty period shall be at no cost to Warren County; to include all incidental costs such as travel, mileage, hauling, etc.

11. **PERSONAL PROPERTY TAX AFFIDAVIT:** All bidders must complete the personal property tax affidavit (Section C) and submit with bid. *This section should be fully completed whether or not you as a vendor/contractor own property in Warren County, Ohio.*

12. **EEO Requirements:** Please see Section E for requirements and Non-Discrimination and Equal Employment Opportunity Affidavit.

13. **BID GUARANTY:** A certified check, cashier's check, or letter of credit in the amount of five (5) percent of the bid or a bid bond in the amount of one hundred (100) percent of the total bid is required to accompany all bids. Form of a bid guaranty bond is attached (Attachment A).

14. **DEADLINE FOR SUBMITTING SEALED BIDS:** Sealed bids must be received by the Clerk of the Warren County Board of Commissioners prior to 10:00 a.m. May 11, 2022. Bids shall be opened after that time. Warren County shall not accept responsibility for any delay in delivery of a bid.

15. **LENGTH OF BINDING QUOTATIONS:** All prices quoted in the bid proposal are binding for sixty (60) days from the date of opening.

16. **WITHDRAWAL OF BID:** A Bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids, provided the bid was submitted in good faith and the reason for the price being substantially lower was a clerical mistake as opposed to a judgment mistake and was actually due to an unintentional omission of a substantial quantity

of work, labor or material made directly in the compilation of the bid. Request to withdraw such bid must be made in writing and filed with the Owner within two business days after the opening of bids and prior to the acceptance thereof. No bid may be withdrawn after it has been accepted by the Warren County Board of Commissioners.

17. **DELAY IN DELIVERY:** Any delay in delivery beyond the date stated on the bid proposal may result in liquidated damages of up to 5% at the County's discretion.
18. **ADVERTISEMENT:** An advertisement inviting bids for materials/services provided herein will appear in the Journal News Pulse of Lebanon and Mason on April 24, 2022.
19. **PERFORMANCE BOND:** Upon acceptance of a bid, Warren County requires, as a condition to entering into a contract with the successful Bidder, faithful performance of all things to be done under the Contract and may require a performance bond as provided for under Ohio Revised Code, Section 307.89, with good and sufficient surety in an amount not to exceed the amount of the contract. (Form of Performance bond may be found under Ohio Revised Code, Section 153.57). Please note that upon execution of the Contract if a Bid Guaranty/Contract Bond was submitted with your original bid a Performance Bond is not required.
20. Failure to complete and submit all required documents and attachments supplied with and/or requested in these instructions can result in a bid being considered non-responsive.
21. The entire bid packet should be returned with your bid.
22. Please note that all information submitted with your bid will become public information.

ATTACHMENT "A"

BID GUARANTY AND CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

(Insert Full Name or Legal Title of Contractor and Address)

_____ as Principal and

(Insert Full Name or Legal Title of Surety)

as Surety, are hereby held and firmly bound unto Warren County Board of Commissioners hereinafter called the Oblige, in the penal sum of the dollar amount of the bid submitted by the Principal to the Oblige on _____ to undertake the project known as:

Ice and Water Machine Rental

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Oblige, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Oblige, which are accepted by the Oblige, In no case shall the penal sum exceed the amount of _____ DOLLARS, \$ _____. If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates in dollars and cents. A percentage is not acceptable.

For the payment of the penal sum well and truly to be made we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above referred to project;

NOW, THEREFORE, if the Oblige accepts the bid of the Principal and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of material; and in the event the Principal pays to the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Oblige may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Oblige does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Oblige the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Oblige accepts the bid of the Principal and within TEN days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID PRINCIPAL SHALL well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications, and bills of material therefore; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract: we agreeing and assenting that this undertaking shall be for benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; **THEN THIS OBLIGATION SHALL** be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of said contract or in or to the plans and specifications therefor shall in any wise affect the obligations of said surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED AND SEALED this _____ day of _____ 2022.

PRINCIPAL

SURETY

By: _____

By: _____

Attorney-in-fact

Title: _____

Surety Agent's Name and Address:

SECTION C

AFFIDAVIT OF NON-COLLUSION

AFFIDAVIT OF NON-COLLUSION

STATE OF _____
COUNTY OF _____

I, _____, holding the title and position of _____ at the firm _____, affirm that I am authorized to speak on behalf of the company, board directors and owners in setting the price on the contract, bid or proposal. I understand that any misstatements in the following information will be treated as fraudulent concealment of true facts on the submission of the contract, bid or proposal.

I hereby swear and depose that the following statements are true and factual to the best of my knowledge:

The contract, bid or proposal is genuine and not made on the behalf of any other person, company or client, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

The price of the contract, bid or proposal was determined independent of outside consultation and was not influenced by other companies, clients, or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS.

No companies, clients, or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to propose a fake contract, bid or proposal for comparative purposes.

No companies, clients, or contractors, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS have been solicited to refrain from bidding or to submit any form of noncompetitive bidding.

Relative to sealed bids, the price of the bid or proposal has not been disclosed to any client, company, or contractor, INCLUDING ANY MEMBER OF THE WARREN COUNTY BOARD OF COMMISSIONERS, and will not be disclosed until the formal bid/proposal opening date.

AFFIANT

Subscribed and sworn to before me this ____ day of _____ 20 ____

(Notary Public),

_____ County.

My commission expires _____ 20 ____

SECTION D

AFFIDAVIT OF PERSONAL PROPERTY TAX

SECTION E

VERIFICATION STATEMENT

VERIFICATION STATEMENT

I _____, a duly authorized representative
(Name)

of the _____ (Company), do hereby
(Name of Company)

state that the bid as submitted by said Company is a true and accurate bid quotation. I do FURTHER STATE THAT AS the duly authorized representative of said company, serving as the _____, I am authorized to submit this bid on behalf
(Title)

of the above Company.

I FURTHER STATE THAT AS the duly authorized representative of the above Company, I on behalf of said Company, accept and agree to abide by all of the conditions as set forth in the Bid Instructions and Specifications.

I, or We, will furnish all products, labor, and materials, as specified, to the Warren County Board of Commissioners on items bid and prices will be guaranteed for the dates and/or times indicated on the PROPOSAL PRICE (BID) SHEET, as required by the Bid Instructions and Specifications. I hereby verify our Company is capable in every manner (with personnel, necessary merchandise, and financial resources) to furnish the equipment for which we have submitted a bid.

Authorized Representative

Title

Company Address

(_____) _____
Phone

SECTION F

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS,
BID CONDITIONS AND
NON-DISCRIMINATION AND EQUAL
EMPLOYMENT OPPORTUNITY AFFIDAVIT**

**EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS
AND BID CONDITIONS FOR
WARREN COUNTY CONSTRUCTION PROJECTS
AND MATERIAL PURCHASES**

CERTIFICATE OF COMPLIANCE FOR EEO PURPOSES: (This section applies only to those projects that are funded with Federal and State monies)

All bidders on the project shall submit together with their bid, a copy of a valid Certificate of Compliance for Equal Employment Opportunity purposes contained herein.

A copy of the Certificate of Compliance is enclosed with this bid response?

Yes No

BIDDER'S EEO COVENANTS:

Throughout its performance of any contract awarded to it on this project, the bidder agrees to the following covenants:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, or sex. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, or sex. Such action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will in all solicitations or advertisements for employees placed by or on behalf of the prime contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, or sex.
3. The contractor agrees to fully cooperate with the County, the State Equal Employment Opportunity Coordinator and with any other official or agency, or the State or Federal government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under its contract and the contractor shall comply promptly with all requests and directions from the County, the State Equal Opportunity Coordinator and any of the State of Ohio officials and agencies in this regard, both before and during construction.
4. Full cooperation as expressed in clause (3), above, shall include, but not be limited to, being a witness and permitting employees to be witnesses and complainants in any proceedings

involving questions of unlawful employment practices, furnishing all information requested by the County and the State Equal Employment Opportunity Coordinator, and permitting access to its books, records, and accounts by the County and the State Equal Employment Opportunity Coordinator for purposes of investigation to ascertain compliance with applicable rules, regulations and orders.

5. In the event of the contractor's noncompliance with the nondiscrimination clauses of its contract or with any of the said rules, regulations, or orders, its contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further County construction contracts.

In the event that is contract is terminated for a material breach of EEO requirements, the contractor shall become liable for any and all damages which shall accrue to the County as a result of said breach.

6. The contractor will require the inclusion of language reflecting these same six covenants within every subcontract or purchase order it executes in the performance of its contract unless exempted by rules, regulations, or orders of the State Equal Employment Opportunity Coordinator so that these provisions will be binding upon each subcontractor or vendor. The contractor will take such as the County may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in any litigation with a subcontractor, vendor, or other party as a result of such direction by the County, the contractor may be requested to protect the interests of the County.

The bidder hereby adopts the foregoing covenants?

Yes No

PLEASE NOTE: The bidder's failure to adopt the Bidder's EEO Covenants and complete the foregoing certification will cause the bidder's proposal to be rejected as being non-responsive.

SECTION G
TECHNICAL SPECIFICATIONS
AND
SPECIAL PROVISIONS



Warren County Department of Facilities Management

PUBLIC NOTICE: ADVERTISEMENT FOR BIDS

WARREN COUNTY ICE & WATER MACHINE RENTAL AGREEMENT

MAY 11, 2022

1.0 Introduction: The Warren County Ohio Board of County Commissioners currently provides filtered ice & water machines in multiple Warren County facilities. The Board of County Commissioners is advertising for bids for a rental agreement to provide and service ice & water units.

2.0 Project Scope: The project involves providing and servicing ice & water units in multiple County facilities as part of an annual rental agreement. All facilities are located in Warren County, Ohio.

Below is a list of equipment and services to be included in the bid:

- Rental of fifty-six (56) WL Ice 900 units
- Rental of nine (9) PWT Bluv units
- Rental of one (1) Follett 15 unit
- Purification Kits for all rental units
- Purification Kits for the following six (6) commercial ice machines owned by Warren County:
 - (1) Hoshizaki KML-600MWF
 - (1) Hoshizaki DKM-500 BWH
 - (2) Hoshizaki KM 101 BAH
 - (1) Manitowoc S4030 4a w/SPA310
 - (1) Follett 7
- Include installation of all rental units. Water supply lines, drain hose, and electric are in place at all unit locations.
- Include required service and cleaning of all rental units and six (6) County owned ice machines
- Include installation of all Purification Kits as necessary
- Bidders must fill out the attached bid sheet

3.0 Price Proposal: The rental agreement will be for a one-year period beginning at contract execution. Bids shall include a multi-year option to extend the agreement to a three year term. Pricing must be indicated for each year of the agreement (Year 1 pricing, Year 2 pricing, and Year 3 pricing). Bids must include the billing cycle for the rental period.

4.0 Receipt of Bids: Sealed bids for the Warren County Ice & Water Machine Rental Agreement will be received by the Clerk of the County Commissioners, 406 Justice Drive, Lebanon, Ohio, 45036, until 10:00 a.m., May 11, 2022. Bid envelopes containing three (3) bid copies must be sealed and addressed to:

Warren County Ice & Water Machine Rental Agreement Bid
Attention: Trevor Hearn
406 Justice Drive
Lebanon, Ohio 45036

The envelopes shall be clearly marked with the name of the person/company submitting the bid. Any bid may be withdrawn by the Bidder prior to the above scheduled submittal time or authorized postponement thereof. Any bid received after the time and date specified shall not be considered.

4.1 Addenda and Interpretations: Questions regarding the information contained in this Bid Advertisement shall be emailed to:

Trevor Hearn, Director of Facilities Management at
Trevor.Hearn@co.warren.oh.us

To be given consideration, questions must be received at least five (5) business days prior to the Bid submittal date. All such interpretations and any supplemental instructions will be in the form of written addenda to the Advertisement for Bids, which if issued, will be posted on the Warren County Commissioners' website on the Bid Projects page, no later than three (3) days prior to the Bid submittal date. Failure to receive any such addenda or interpretations shall not relieve the Bidder from any obligations under their Bid as submitted.

4.2 Qualification Investigation: The County may make such investigations as they deem necessary to determine the ability of the Bidder to perform the work, services, or functions, and the Bidder shall furnish to the County all such information and data for the purpose as the County may request.

4.3 Right to Reject Bids: The County reserves the right to reject, in whole or in part, any Bid that fails to meet the terms and conditions of the Advertisement for Bids, including but not limited to, the standards, specifications, and requirements contained in the Advertisement for Bids or any related Bid Documents, or submits pricing that the County considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the County, or that the County determines would not be in the best interest of the County.

4.5 Discussions for Clarification Purposes: The County may conduct discussions with Bidders for the purpose of clarifications or corrections regarding bids to ensure full understanding of, and responsiveness to, the requirements specified in the Advertisement for Bids.

4.6 References: Bidders must include at least three references for similar projects. References must include contact name, phone number, and email address, along with a short description of the project.

4.7 Timeline: Bidders must include the anticipated lead time between issuance of a Purchase Order and product delivery.

5.0 Selection Process: Each Bid will be evaluated by the County for responsiveness to the requirements of this Advertisement for Bids and the criteria described herein.

5.1 Criteria and Qualifications: To determine which bid is most advantageous to the County, the County shall evaluate the bids based on the following criteria:

- Overall price
- Feedback and reviews from relevant customers
- Response time for service issues
- Timeline for implementation

5.2 Contract Award: The County will seek to award a contract to the Bidder that is most advantageous to the County according to the criteria and qualifications listed herein.

6.0 Incurred Costs: Those submitting Bids do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting bids, for providing additional information when requested by the County, or for participating in any selection interviews, negotiations and/or discovery.

7.0 Assignment: The Bidder may not reassign, transfer, convey, sublet, or otherwise dispose of any award made as the result of this Advertisement for Bids, without prior written consent from the Warren County Board of County Commissioners.

8.0 Withdrawal of Bid: A Bidder may withdraw their bid at any time prior to the award of a contract. The County may terminate negotiations with a Bidder at any time during the negotiation process if the Bidder fails to provide the necessary information for negotiations in a timely manner or fails to negotiate in good faith. If the County terminates negotiations with a Bidder, the County shall negotiate with the Bidder whose bid is ranked the next most advantageous to the County according to the selection criteria and direction from the Board of County Commissioners.

9.0 Indemnification: The successful Bidder shall agree to indemnify and hold harmless the County, and its officers and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which arises out of the work to be performed under this Agreement, if such injury, loss, or damage is due to the negligence of the respondent, any subcontractor of the respondent, or any officer, employee, or agent of the respondent.

10.0 Additional Terms and Conditions.

10.1 Controlling Law: This Advertisement for Bids and any contract resulting therefrom shall be governed by and construed according to the laws of the State of Ohio.

10.2 Tax Exemption: Warren County is exempt from payment of Federal Excise Tax, Transportation Tax and Ohio State Tax. Prices shall not include these taxes.

10.3 Responsibility: The Bidder shall be required to assume responsibility for all items listed in this Advertisement for Bids. The successful respondent shall be considered the sole point of contact for purposes of this contract.

10.4 Obligations of the Proposer: At the time of opening bids, it shall be presumed that each Bidder has reviewed the specifications to clear up any questions. The failure of any Bidder to examine any bid requirement shall in no way relieve the Bidder of any obligation or condition of these contract documents.

10.5 Ownership of Information: All information pertaining to records, property, financial, or other information acquired under the scope of this contract shall be strictly confidential and shall be considered works for hire and become the property of the County. Any such works will not be stamped with the Bidder's proprietary marking. The Bidder shall return all information to the County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of the County.

10.7 Implied Requirements: All products and services not specifically mentioned in the bid, but which are necessary to provide the functional capabilities described by the Bidder, shall be included in the Bidder's base bid.

10.8 Insurance: The Bidder must obtain, for the contract term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Ohio and provide the County with evidence of insurance. Insurance in the following types and amounts is required:

- Worker's Compensation Insurance covering all liability of the Bidder arising under the Worker's Compensation Act and Worker's Occupational Disease Act.
- Comprehensive General (Public) Liability in a broad form, to include coverage for the following where exposure exists:
 - Premises/Operations, Independent Contractors,
 - Products/Completed Operations, Personal Injury and Contractual Liability

10.9 Public Record Requests of Bids: In order to ensure fair and impartial evaluation, bids and any documents of other records related to a subsequent negotiation for a final contract that would otherwise be available for public inspection and copying under section 149.43 of the Revised Code shall not be available until after the award of contract.

11.0 Submittals: Each Bidder shall submit a written bid that enables the County to evaluate the bid as described herein.

11.1 Non-Collusion Affidavit: The selected Bidder will be required to sign an affidavit affirming no collusion with the County or any other Bidder.

11.2 The Bidder shall have the authority granted by the President, Vice-president, or any other Officer or company official to bind the Bidder to the proposal.

PLAN HOLDERS LIST

Ice and Water Machine Rental

Individuals or companies can be added to the plan holders list by contacting Krystal Powell at krystal.powell@co.warren.oh.us

Name	Company	Phone Number	E-mail Address
Don Roberts	Aqua Hydration Solutions	513-614-4033	droberts@aquahydrationsolutions.com



**BOARD OF COUNTY COMMISSIONERS
WARREN COUNTY, OHIO**

406 Justice Drive, Lebanon, Ohio 45036

www.co.warren.oh.us

commissioners@co.warren.oh.us

Telephone (513) 695-1250

Facsimile (513) 695-2054

***TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG***

BID OPENING

May 11, 2022

BID OPENING –

Bids were closed at 10:00 a.m. this 11th day of May and the following bids were received, opened, and read aloud for the Ice and Water Machine Rental for Warren County Facilities Management.

Aqua Hydration Solutions
Loveland, OH

\$72,501.00

Trevor Hearn, Director of Facilities Management , will review bids for a recommendation at a later date.

cc: Bid File

OMB

Facilities (file)



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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

22-0713

May 17, 2022

APPROVE NOTICE OF INTENT TO AWARD BID TO AQUA HYDRATION SOLUTIONS FOR THE ICE AND WATER MACHINE RENTAL

WHEREAS, bids were closed at 10:00am on May 11, 2022, and the bids received were opened and read aloud for the Warren County Ice and Water Machine Rental, and the results are on file in the Commissioners' Office; and

WHEREAS, upon review of such bids by Trevor Hearn, Director of Warren County Facilities Management, Aqua Hydrations Solutions has been determined to be the lowest and best bidder; and

NOW THEREFORE BE IT RESOLVED, upon recommendation of Trevor Hearn, that it is the intent of this Board to award the bid to Aqua Hydrations Solution, 415 Wards Corner Rd, Ste. D, Loveland, Ohio, for a total bid price of \$72,501.00; and

BE IT FURTHER RESOLVED, that the Vice President of the Board is hereby authorized to execute a "Notice of Intent to Award".

Mr. Young moved for adoption of the foregoing resolution being seconded by Mrs. Jones. Upon call of the roll, the following vote resulted:

Mr. Grossmann – absent
Mrs. Jones – yea
Mr. Young – yea

Resolution adopted this 17th day of May 2022.

BOARD OF COUNTY COMMISSIONERS

Krystal Powell, Deputy Clerk

cc: Facilities Management (file)
Bid File



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WARREN COUNTY, OHIO
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TOM GROSSMANN
SHANNON JONES
DAVID G. YOUNG

22-0779

May 31, 2022

ENTER INTO CONTRACT WITH AQUA HYDRATION SOLUTIONS FOR THE ICE AND WATER MACHINE RENTAL

WHEREAS, pursuant to Resolution #22-0713, adopted May 17, 2022, this Board approved a Notice of Intent to Award Bid for the Warren County Ice and Water Machine Rental, for a total bid price of \$72,501.00; and

WHEREAS, all documentation including affidavits, insurance certificates, etc. have been submitted by the vendor; and

NOW THEREFORE BE IT RESOLVED, to enter into contract with Aqua Hydrations Solutions, 415 Wards Corner Rd, Ste. D, Loveland, Ohio, for said project, for a total bid price of \$72,501.00; as attached hereto and made a part hereof.

Mr. Young moved for adoption of the foregoing resolution being seconded by Mr. Grossmann. Upon call of the roll, the following vote resulted:

Mrs. Jones – absent
Mr. Grossmann – yea
Mr. Young – yea

Resolution adopted this 31st day of May 2022.

BOARD OF COUNTY COMMISSIONERS

Tina Osborne, Clerk

cc: c/a—Aqua Hydration Solutions
Facilities Management (file)
Bid file