



100 Enterprise Place, Suite 4  
Dover, DE 19904

# State of Delaware

ICP-MS

## Request for Proposal Contract No. GSS11607-ICP\_MS

*April 11, 2011*

**- Deadline to Respond -**  
**April 28, 2011**  
**1:00 P.M. EDT**

STATE OF DELAWARE  
Government Support Services

Date: April 11, 2011

**CONTRACT NO. GSS11607-ICP\_MS**

ALL VENDORS:

The enclosed packet contains a "REQUEST FOR PROPOSAL" for ICP-MS. The proposal consists of the following documents:

REQUEST FOR PROPOSAL - CONTRACT NO. GSS11607-ICP\_MS

- I. Introduction
- II. Scope of Work
- III. Format For Proposal
- IV. Proposal Evaluation Procedures
- V. Mandatory Pre-Bid Meeting
- VI. Definitions and General Provisions
- VII. Proposal Reply Section
  - a. Attachment 1 - No Proposal Reply Form
  - b. Attachment 2 - Non-Collusion Statement
  - c. Attachment 3 – Exceptions
  - d. Attachment 4 – Confidentiality and Proprietary Information
  - e. Attachment 5 – Business References
  - f. Attachment 6 – Monthly Usage Report
  - g. Attachment 7 - Office of Minority and Women Business Enterprise Certification Application
  - h. Appendix A – Scope of Work details
  - i. Appendix B – Pricing Form(s) and Instructions

In order for your proposal to be considered, the Proposal Reply Section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number and vendor name by April 28, 2011 @ 1:00 P.M. EDT to be considered.

**Proposals must be mailed to:**

Government Support Services  
Vicki Macklin  
100 Enterprise Place, Suite 4  
Dover, DE 19904

Please review and follow the information and instructions contained in the General Provisions and this Request for Proposal. Should you need additional information, please call Vicki Macklin at 302-857-4553 or email [Vicki.Macklin@state.de.us](mailto:Vicki.Macklin@state.de.us) .

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**I. INTRODUCTION:**

**A. PURPOSE:**

It is the goal of this Request for Proposal to identify a vendor and execute a contract to purchase a new or demonstration model of an ICP-MS for Delaware Department of Agriculture.

1. **COMPETITIVE SEALED PROPOSAL:**

It has been determined by Director, Government Support Services, pursuant to **Delaware Code Title 29, Chapter 6924 (a)** that this solicitation be offered as a request for competitive sealed proposals because the use of competitive sealed bidding is not practical and/or not in the best interest of the State. The use of competitive sealed proposals is necessary to:

- Use a contract other than a fixed-price type; or
- Conduct oral or written discussions with offerors concerning technical and price aspects of their proposals; or
- Afford offerors an opportunity to revise their proposals through best and final offers; or
- Compare the different price, quality and contractual factors of the proposals submitted; or
- Award a contract in which price is not the determining factor.

2. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the purchase of an ICP-MS for the Delaware Department of Agriculture (DDA) using federal funding not to exceed \$96,790.00. ICP-MS can be new or demonstration model, not to be reconditioned or refurbished.

3. **MANDATORY USE CONTRACT:**

**REF: Title 29, Chapter 6911(d) Delaware Code.** All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Request for Proposals.

4. **MULTIPLE SOURCE AWARD**

The Agency reserves the right to award this contract to more than one vendor pursuant to 29 Del.C. §6926. However, it is the State's intention to single award this contract.

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5. **CONTRACT PERIOD:**

Each vendor's contract shall be valid for a one-time purchase. After acceptance of ICP-MS by the Department of Agriculture, the obligation under this contract will be fulfilled and closed.

**B. KEY RFP DATES/MILESTONES:**

The following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates and milestones are not absolute and may change due to unplanned events during the bid proposal and award process.

Activity	Due Date
RFP Availability to Vendors	April 11, 2011
Written Questions Due No Later Than (NLT)	April 18, 2011 @ 12:00 P.M. EDT
Written Answers Due/Posted to Website NLT	April 22, 2011
Proposals Due NLT	April 28, 2011 @ 1:00 P.M. EDT
Public Proposal Opening	April 28, 2011 @ 1:00 P.M. EDT
Contract Award	Will occur within 90 days of bid opening

**C. INQUIRIES & QUESTIONS:**

We welcome your interest in working with us, and we will be pleased to answer any questions you may have in formulating your response to this Request for Proposal.

All questions with regard to the interpretation of this solicitation, drawings, or specifications, or any other aspect of this RFP must be received in writing by April 18, 2011 @ 12:00 P.M. EDT. All questions will be answered in writing by April 22, 2011 and posted on [www.bids.delaware.gov](http://www.bids.delaware.gov) website. All questions must make specific reference to the section(s) and page numbers from this RFP where applicable. Oral explanations or instructions will not be binding.

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**D. RFP DESIGNATED CONTACT**

All requests, questions, or other communications about this RFP shall be made in writing to the State of Delaware. Address all communications to the person listed below; communications made to other State of Delaware personnel or attempting to ask questions by phone or in person will not be allowed or recognized as valid and may disqualify the vendor. Vendors should rely only on written statements issued by the RFP designated contact.

**Vicki Macklin**  
**100 Enterprise Place, Suite 4**  
**Dover, DE 19904**  
[Vicki.Macklin@state.de.us](mailto:Vicki.Macklin@state.de.us)

To ensure that written requests are received and answered in a timely manner, electronic mail (e-mail) correspondence is acceptable, but other forms of delivery, such as postal and courier services can also be used.

**E. Contact with State Employee**

Direct contact with State of Delaware employees other than the State of Delaware Designated Contact regarding this RFP is expressly prohibited without prior consent. Vendors directly contacting State of Delaware employees risk elimination of their proposal from further consideration. Exceptions exist only for organizations currently doing business in the State who require contact in the normal course of doing that business.

**II. SCOPE OF WORK:**

**A. OVERVIEW:**

The Vendor shall provide all equipment, materials and labor to supplement the State of Delaware's need for ICP-MS as described herein. The contract will require the Vendor(s) to cooperate with the ordering agency to insure the State receives the most current state-of-the-art material and/or services. ICP-MS should be new or demonstration model with no visual defects or existing performance issues. Equipment should not be reconditioned or refurbished.

**B. STATEMENT OF NEEDS:**

The DDA has federal funding to purchase the ICP-MS, funding available for the ICP-MS does not exceed \$96,790.00. The DDA will not have funding available for additional costs above the federal funding amount.

**C. DETAILED REQUIREMENTS:**

The technical requirements of this RFP are stated in Appendix A. Vendors must provide pricing for the items listed in the Excel Spreadsheet, Appendix B.

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**III. FORMAT FOR PROPOSAL:**

**A. INTRODUCTION:**

This section prescribes the mandatory format for the presentation of a proposal in response to this RFP. Each Vendor must provide every component listed in the order shown in this RFP, using the format prescribed for each component. A proposal may be rejected if it is incomplete or conditional.

**B. PROPOSAL RESPONSE:**

The Request for Proposal may contain pre-printed forms for use by the vendor in submitting its proposal. The forms required by this solicitation shall be considered mandatory, prevailing documents.

When preprinted forms are used, the forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, as applicable.

The Vendor's proposal shall be written in ink or typewritten on the form provided, and any corrections or erasures MUST be initialed by vendor's representative completing the bid submission.

If items are listed with a zero quantity, Vendor shall state unit price ONLY (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

Vendors' proposal must respond to each and every requirement outlined in the RFP criteria in order to be considered responsive. Proposals must be clear and concise.

**C. NON-CONFORMING PROPOSALS**

Non-conforming proposals will not be considered. Non-conforming proposals are defined as those that do not meet the requirements of this RFP. The determination of whether an RFP requirement is substantive or a mere formality shall reside solely within the State of Delaware.

**D. CONCISE PROPOSALS**

The State of Delaware discourages overly lengthy and costly proposals. It is the desire that proposals be prepared in a straightforward and concise manner. Unnecessarily elaborate brochures or other promotional materials beyond those sufficient to present a complete and effective proposal are not desired. The State of Delaware's interest is in the quality and responsiveness of the proposal.

**E. COVER LETTER:**

Each proposal will have a cover letter on the letterhead of the company or organization submitting the proposal. The cover letter must briefly summarize the Vendor's ability to provide the services specified in the RFP. The cover letter shall be signed by a representative who has the legal capacity to enter the organization into a formal contract with the Government Support Services.

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**F. TABLE OF CONTENTS:**

Each proposal must include a Table of Contents with page numbers for each of the required components of the proposal.

**G. DESCRIPTION OF SERVICES AND QUALIFICATIONS:**

Each proposal must contain a detailed description of how the Vendor will provide the goods and services outlined in this RFP. This part of the proposal may also include descriptions of any enhancements or additional services or qualifications the Vendor will provide that are not mentioned in this RFP.

**H. DISCOUNT:**

Vendors are invited to offer in their proposal value added discounts (i.e. speed to pay discounts for specific payment terms). Cash or separate discounts should be computed and incorporated into unit bid price(s).

**I. SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

**J. ACKNOWLEDGEMENT OF UNDERSTANDING OF TERMS**

By submitting a bid, each vendor shall be deemed to acknowledge that it has carefully read all sections of this RFP, including all forms, schedules and exhibits hereto, and has fully informed itself as to all existing conditions and limitations.

**K. BID BOND REQUIREMENT:**

Bid Bond Waived.

**L. PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived.

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**M. NUMBER OF COPIES WITH MAILING OF PROPOSAL:**

To be considered, all proposals must be submitted in writing and respond to the items outlined in this RFP. The State reserves the right to reject any non-responsive or non-conforming proposals. Each proposal must be submitted with one paper copies and one electronic copies on CD or DVD media disk. One of the copies shall be marked "Master Copy" and will contain original signatures in all locations requiring an offeror signature. The remaining copies do not require original signatures. CD or DVD media disk must also contain the completed Appendix B Excel sheets, in Excel format.

All properly sealed and marked proposals are to be sent to the State of Delaware and received no later than 1:00 PM Local Time on April 28, 2011. The Proposals may be delivered by Express Delivery (e.g., FedEx, UPS, etc.), US Mail, or by hand to:

**Government Support Services  
Vicki Macklin  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

Any proposal submitted by US Mail shall be sent by either certified or registered mail. Proposals must be received at the above address no later than 1:00 PM Local Time on April 28, 2011. Any proposal received after this date shall not be considered and shall be returned unopened. The proposing vendor bears the risk of delays in delivery. The contents of any proposal shall not be disclosed as to be made available to competing entities during the negotiation process.

Upon receipt of vendor proposals, each vendor shall be presumed to be thoroughly familiar with all specifications and requirements of this RFP. The failure or omission to examine any form, instrument or document shall in no way relieve vendors from any obligation in respect to this RFP.

The State reserves the right to award the proposed contract to multiple Vendors if the Head of the Agency determines that such an award is in the best interest of the State.

**N. PROPOSAL EXPIRATION DATE**

Prices quoted in the proposal shall remain fixed and binding on the bidder at least through April 30, 2012. Delaware reserves the right to ask for an extension of time if needed.

**O. WITHDRAWAL OF PROPOSALS:**

A Vendor may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

**P. PROPOSAL MODIFICATIONS**

Any changes, amendments or modifications to a submitted proposal requires that the original proposal be withdrawn, **prior** to the time set for the submission of the proposal, and a new proposal submitted **prior** to the deadline for submission of proposals.

Changes, amendments or modifications to proposals shall not be accepted or considered after the hour and date specified as the deadline for submission of proposals.

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**Q. LATE PROPOSALS**

Proposals received after the specified date and time will not be accepted or considered. To guard against premature opening, sealed proposals shall be submitted, plainly marked with the proposal title, vendor name, and time and date of the proposal opening. Evaluation of the proposals is expected to begin shortly after the proposal due date. To document compliance with the deadline, the proposal will be date and time stamped upon receipt.

**R. ADDENDA TO THE RFP:**

If it becomes necessary to revise any part of this RFP, revisions will be posted at [www.bids.delaware.gov](http://www.bids.delaware.gov). By submitting an offer to the State, vendors have acknowledged receipt, understanding and commitment to comply with all materials, revisions, and addenda related to the Request for Proposals.

**S. INCURRED EXPENSES:**

The State will not be responsible for any expenses incurred by the Vendor in preparing and submitting a proposal.

**T. ECONOMY OF PREPARATION:**

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the Vendor's offer to meet the requirements of the RFP.

**U. DISCREPANCIES AND OMISSIONS**

Vendor is fully responsible for the completeness and accuracy of their proposal, and for examining this RFP and all addenda. Failure to do so will be at the sole risk of vendor. Should vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this RFP, vendor shall notify the State of Delaware's Designated Contact, in writing, of such findings at least ten (10) days before the proposal opening. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective proposal and exposure of vendor's proposal upon which award could not be made. All unresolved issues should be addressed in the proposal.

Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Designated Contact, in writing, no later than ten (10) calendar days prior to the time set for opening of the proposals.

**V. EXCEPTIONS:**

Vendors may elect to take minor exception to the specifications, terms and conditions of this RFP by completing Attachment 3. All exceptions must be listed on Attachment 3. Exceptions listed elsewhere in a Vendor's proposal will not be considered. Government Support Services will evaluate each exception according to the intent of the terms and conditions contained herein, but shall reject exceptions that do not conform to State bid law and/or create inequality in the treatment of Vendors. Exceptions shall be considered only if they are submitted with the proposal or before the date and time of the proposal opening. If the Vendor is taking no exceptions, respond accordingly on Attachment 3.

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**W. BUSINESS REFERENCES:**

Business references are to be provided via Attachment 6.

**X. DOCUMENT(S) EXECUTION:**

All vendors must complete and submit with its proposal the non-collusion statement that is enclosed with this Request for Proposal labeled as Attachment 2. The awarded vendor(s) will be presented with the contract form for signature and seal, if appropriate. Both of these documents shall be executed by a representative who has the legal capacity to enter the organization into a formal contract with the Government Support Services.

To complete the execution of the contract, the awarded vendor(s) shall submit an electronic W-9 at the following website: <http://accounting.delaware.gov>.

All questions regarding the submission of the vendor(s) W-9 should be submitted to the Delaware Division of Accounting at <http://accounting.delaware.gov>.

**Y. SUBCONTRACTS:**

Subcontracting is not permitted under this RFP and contract.

**Z. CONFIDENTIALITY:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 *Del. C.* Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a Vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain Attachment 5 describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 *Del. C.* § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

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If the Vendor does not have any documents it declares confidential or proprietary, Attachment 5 should be completed by checking the appropriate box found at the top of the attachment.

**AA. ATTACHMENTS:**

- Attachment 1 - No Proposal Reply Form
- Attachment 2 - Non-Collusion Statement
- Attachment 3 – Exceptions
- Attachment 4 – Confidentiality and Proprietary Information
- Attachment 5 – Business References
- Attachment 6 – Monthly Usage Report
- Attachment 7 - Office of Minority and Women Business Enterprise Certification Application
- Appendix A – Scope of Work details
- Appendix B – Pricing Form(s) and Instructions

**IV. PROPOSAL EVALUATION PROCEDURES**

**A. GENERAL ADMINISTRATION**

**1. STATE'S RIGHT TO REJECT PROPOSALS**

Government Support Services reserves the right to reject any or all proposals in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever is determined to be the most advantageous to the State of Delaware. Vendors submitting proposals may be afforded an opportunity for discussion. Vendors may be requested to provide a best and final offer during the negotiation process. Negotiations may be conducted with responsible Vendors who submit proposals found to be reasonably likely to be selected for award. The contents of any proposal shall not be disclosed so as to be available to competing Vendors during the negotiation process.

**2. STATE'S RIGHT TO CANCEL SOLICITATION**

The State of Delaware reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The State of Delaware makes no commitments expressed or implied, that this process will result in a business transaction with any vendor.

This RFP does not constitute an offer by the State of Delaware. Vendor's participation in this process may result in the State of Delaware selecting your organization to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by the State of Delaware to execute a contract nor to continue negotiations. The State of Delaware may terminate negotiations at any time and for any reason, or for no reason.

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**3. FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone call, fax or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

**4. DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the Vendor as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address stated in this RFP. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the applicable addresses also stated in this RFP. All bids must clearly display the bid number on the envelope.

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Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904

All proposals will be accepted at the time and place set in the RFP. Vendor bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

**5. PUBLIC OPENING OF PROPOSALS:**

The proposals shall be publicly opened at the time and place specified by the Agency. Vendors or their authorized representatives are invited to be present.

Only the vendor's name and address will be read aloud during the bid opening process.

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**6. DISQUALIFICATION OF VENDORS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a Vendor and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among Vendors.
- c. Unsatisfactory performance record as evidenced by past experience with the State of Delaware or on a State of Delaware central contract.
- d. Any suspension or debarment of the parent company, subsidiary or individual involved with the vendor by federal, any state or any local governments within the last 10 years.
- e. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- f. If there are any unauthorized additions, interlineations, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- g. Non-attendance of mandatory pre-bid meetings shall be cause of disqualification.

**7. AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

**8. OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

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**B. RESPONSIVENESS AND RESPONSIBILITY OF VENDOR:**

Government Support Services shall award this contract to the most responsible and responsive Vendor who best meets the terms and conditions of the proposal.

1. Rejection of individual proposals. -- A proposal may be rejected for 1 or more of the following reasons:
  - a. The person responding to the solicitation is determined to be nonresponsive or non-responsible;
  - b. It is unacceptable;
  - c. The proposed price is unreasonable; or
  - d. It is otherwise not advantageous to the State.
2. Offerors whose proposals are rejected as non-responsive shall be notified in writing about the rejection.
3. Responsibility of offerors. -- It shall be determined whether a vendor is responsible before awarding a contract. Factors to be considered in determining if a vendor is responsible include:
  - a. The offeror's financial, physical, personnel or other resources, including subcontracts;
  - b. The offeror's record of performance and integrity;
  - c. Any record regarding any suspension or debarment;
  - d. Whether the offeror is qualified legally to contract with the State;
  - e. Whether the offeror supplied all necessary information concerning its responsibility; and
  - f. Any other specific criteria for a particular procurement which an agency may establish (to be inserted by agency)
4. If a Vendor is determined to be non-responsive, the Vendor shall be informed in writing.
5. The State reserves the right to waive minor irregularities, or request additional information before determining the responsiveness of the Vendor. All Vendors will be afforded the same or similar opportunities, as necessary, and will be treated with equal regard before such determinations are finalized.

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**C. PROPOSAL EVALUATION COMMITTEE:**

The Proposal Evaluation Committee (“Committee”) is comprised of representatives of the State of Delaware.

The Committee reserves the right to:

- Select for contract or for negotiations a proposal other than that with lowest costs.
- Reject any and all proposals or portions of proposals received in response to this RFP or to make no award or issue a new RFP.
- Waive or modify any information, irregularity, or inconsistency in proposals received.
- Request modification to proposals from any or all vendors during the contract review and negotiation.
- Negotiate any aspect of the proposal with any vendor and negotiate with more than one vendor at the same time.

**D. REQUIREMENTS OF THE VENDOR:**

The purpose of this section is to assist the Proposal Evaluation Committee to determine the ability of the organization to provide the materials and services described in the application. The proposal response should contain at a minimum the following information:

- Business License
- Insurance Certificate

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**E. CRITERIA AND SCORING:**

	EVALUATION CRITERIA	
		<b>POINTS</b>
1.	Price – This category applies to the price of the ICP-MS System including Accessories and Peripherals. The Delaware Department of Agriculture has total available funds of \$96,790.00. Points will be awarded based upon the total cost of the instrument system as quoted by the vendor.	10
2.	Instrument Specifications – This category applies to the capability of the proposed instrument to meet the specifications as provided in the RFP. Each specification will be reviewed and points awarded based upon whether the proposed instrument meets (or exceeds) the RFP instrument specifications. If information is not provided about a specific specification, 0 points will be awarded.	25
3.	Instrument Performance – This category applies to the performance of the proposed instrument. Each instrument component will be reviewed and points assigned accordingly to a comparison of the durability, reproducibility, accuracy, and precision of the proposed instrument. If sufficient performance information is not provided, 0 points will be awarded.	35
4.	Routine Instrument Maintenance – This category applies to the manufacturer’s recommended routine maintenance for the proposed instrument. Points will be awarded for the level of routine maintenance to be performed by the user and by the manufacturer to ensure proper performance of the proposed instrument. Comparisons will be made for the routine maintenance between proposed instruments and points awarded accordingly.	10
5.	Condition/History of Use/Warranty – This category applies to the overall condition of the proposed instrument and the level of warranty guaranteed by the vendor. Since demonstration models are acceptable under this RFP, information about the specific instrument and warranty will be reviewed and points awarded accordingly.	20
	<b>TOTAL SCORE</b>	<b>100</b>

Procurement Evaluation Committee members will assign up to the maximum number of points listed for each of the criteria listed above. For items having quantitative answers, points will be proportionate to each proposal’s response. Items with qualitative answers will receive the average of points assigned by Proposal Evaluation Committee members.

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**F. BEST AND FINAL OFFERS**

Once the proposals have been evaluated and negotiations have been held with the vendor(s) determined to be likely to receive an award, the Procurement Evaluation Committee issue a request for Best and Final Offers from the vendor(s).

**G. REFERENCES**

The Committee may contact any customer of the vendor, whether or not included in the vendor's reference list, and use such information in the evaluation process. Additionally, the State of Delaware may choose to visit existing installations of comparable systems, which may or may not include vendor personnel. If the vendor is involved in such site visits, the State of Delaware will pay travel costs only for State of Delaware personnel for these visits.

**H. ORAL PRESENTATIONS**

Selected vendors may be invited to make oral presentations to the Committee. The vendor representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the proposed system and its components.

All of the vendor's costs associated with participation in oral discussions and system demonstrations conducted for the State of Delaware are the vendor's responsibility.

**V. MANDATORY PREBID MEETING:**

A mandatory pre-bid meeting has not been established for this Request for Proposal.

## VI. DEFINITIONS AND GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each Request for Proposal. The requirement to furnish a bid bond and performance bond is applicable unless waived. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Vendors or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

A. **DEFINITIONS:** Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

**STATE:** The State of Delaware

**AGENCY:** State Agency as noted on cover sheet.

**BID INVITATION:** The "invitation to bid" or "Request for Proposal" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

**BOND:** The approved form of security furnished by the Vendors and its surety as a guaranty of good faith on the part of the Vendor to execute the work in accordance with the terms of the contract.

**CONTRACT:** The written agreement covering the furnishing and delivery of material or work to be performed.

**DESIGNATED OFFICIAL:** The agent authorized to act for an Agency.

**GENERAL PROVISIONS:** General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

**LOCAL TIME:** Eastern Standard Time/Eastern Daylight Time

**OPPORTUNITY BUY:** A special offer from a supplier that is usually associated with a limited time to respond.

**PROPOSAL:** The offer of the Vendor submitted on the approved form and setting forth the Vendor's prices for performing the work or supplying the material or equipment described in the specifications.

**SPECIAL PROVISIONS:** Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

**SURETY:** The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the Vendor's payments of all debts pertaining to and for its acceptable performance of the work for which he has contracted

**VENDOR:** Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

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**VENDOR'S DEPOSIT:** The security designated in the proposal to be furnished by the Vendor as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to it.

**B. GENERAL PROVISIONS**

1. **INTERPRETATION OF ESTIMATES/QUANTITIES:**

- a. Unless stated otherwise, the quantities given in the RFP are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.
- c. Vendor usage reports for previous awards may be found at <http://gss.omb.delaware.gov/contracting/calpha.shtml> . Past usage shall not be considered a guaranteed future volume.

2. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

3. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The Vendor shall examine carefully the proposal and the contract forms for the material contemplated. The Vendor shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of any Special Provisions in the RFP and the contract. The submission of a proposal shall be conclusive evidence that the Vendor has made examination of the aforementioned conditions.

4. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract. All prices quoted must be in U.S. Dollars.

All vendors that maintain a core list of products under this contract shall maintain the appropriate negotiated prices on their core list. Vendors shall routinely offer to add to the core list material that has been identified as necessary. The Vendors are expected to routinely update any changes to the core list with the appropriate discounts listed.

Any adjustments to a core list must receive prior written approval from the State before a core list can be changed by the Vendor. Changes include but are not limited to the migration of items on and off the core list as well as any price adjustments from the original agreed upon pricing.

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5. **PUBLIC INSPECTION OF PROPOSALS:**

All documents submitted as part of the vendor's proposal will be deemed confidential during the evaluation process. Vendor proposals will not be available for review by anyone other than the State of Delaware/Proposal Evaluation Committee or its designated agents. There shall be no disclosure of any vendor's information to a competing vendor prior to award of the contract.

The State of Delaware is a public agency as defined by state law, and as such, it is subject to the Delaware Freedom of Information Act, 29 Del. C. Ch. 100. Under the law, all the State of Delaware's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. Vendor(s) are advised that once a proposal is received by the State of Delaware and a decision on contract award is made, its contents will become public record and nothing contained in the proposal will be deemed to be confidential except proprietary information.

Vendor(s) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information. If a vendor feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended for selection. Vendor(s) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from the Vendor's legal counsel describing the documents in the envelope, representing in good faith that the information in each document is not "public record" as defined by 29 Del. C. § 10002(d), and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, the State of Delaware will open the envelope to determine whether the procedure described above has been followed.

6. **LAWS TO BE OBSERVED:**

The Vendor is presumed to know and shall strictly comply with all Federal, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The Vendor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself, by its employees, or by its subcontractor (s).

7. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the Vendor at its own expense.

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8. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The Vendor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The Vendor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

9. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the Vendor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

10. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the Vendor. Each Vendor shall take its exemption into account in calculating its bid for its work.

11. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders ("P.O.") to the successful Vendor(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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12. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the Vendor agrees as follows:

- a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "Vendor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

13. **PRICES:**

Prices and/or rates shall remain firm for the initial one (1) year term of the contract, unless further negotiations are deemed necessary by the State.

The pricing policy that you choose to submit must address the following concerns:

- a. The structure must be clear, accountable and auditable.
- b. It must cover the full spectrum of services required.
- c. Costs and compensation must be consistent with the rates established or negotiated as a result of this RFP or P.O. issued based on this contract.

14. **MOST FAVORED CUSTOMER:**

The Vendor shall not offer to others prices lower than those provided in the contract, or if lower prices are offered, they must also apply to the subject contract.

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15. **PRICE ADJUSTMENT:**

If during the initial term of the contract, the Vendor is not prohibited from offering a price reduction on its services or materiel offered under the contract. The State is not prohibited from requesting a price reduction on those services or materiel during the initial term or any subsequent options that the State may agree to exercise.

If agreement is reached to extend this contract beyond the initial one (1) year term from May 1, 2011 through April 30, 2012 period, the Government Support Services shall have the option of offering a determined price adjustment that shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

16. **SHIPPING TERMS:**

FOB Destination, freight prepaid.

17. **FUNDING OUT or Non-Appropriation**

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

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18. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

a. As a part of the contract requirements, the Vendor shall obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All Vendors shall carry Comprehensive General Liability and all other coverages listed below.

1. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

And

2. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

b. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

c. Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

d. Before any work is done hereunder, a Certificate of Insurance referencing the name and contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

**Note: The State of Delaware shall not be named as an additional insured.**

20. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful Vendor shall either furnish the Agency with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department. <https://onestop.delaware.gov/osbrlpublic/Home.jsp>

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

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21. **INDEMNIFICATION:**

a. **General Indemnification:** By submitting a proposal, the proposing vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, in whole or part, to the State, its employees or agents.

b. **Proprietary Rights Indemnification**

Vendor shall warrant that all elements of its solution, including all equipment, software, documentation, services and deliverables, do not and will not infringe upon or violate any patent, copyright, trade secret or other proprietary rights of any third party. In the event of any claim, suit or action by any third party against the State of Delaware, the State of Delaware shall promptly notify the vendor in writing and vendor shall defend such claim, suit or action at vendor's expense, and vendor shall indemnify the State of Delaware against any loss, cost, damage, expense or liability arising out of such claim, suit or action (including, without limitation, litigation costs, lost employee time, and counsel fees) whether or not such claim, suit or action is successful.

If any equipment, software, services (including methods) products or other intellectual property used or furnished by the vendor (collectively "Products") is or in vendor's reasonable judgment is likely to be, held to constitute an infringing product, vendor shall at its expense and option either:

- a. Procure the right for the State of Delaware to continue using the Product(s);
- b. Replace the product with a non-infringing equivalent that satisfies all the requirements of the contract; or
- c. Modify the Product(s) to make it or them non-infringing, provided that the modification does not materially alter the functionality or efficacy of the product or cause the Product(s) or any part of the work to fail to conform to the requirements of the Contract, or only alters the Product(s) to a degree that the State of Delaware agrees to and accepts in writing.

22. **NON-PERFORMANCE:**

In the event the Vendor does not fulfill its obligations under the terms and conditions of this contract, in addition to proceeding with termination of the contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the Vendor. Under no circumstances shall monies be due the Vendor in the event open market products can be obtained below contract cost. Any monies charged to the Vendor may be deducted from an open invoice.

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23. **VENDOR NON-ENTITLEMENT:**

State of Delaware Vendors for Materiel and for Services shall not have legal entitlement to utilize any Central Contract held by the State of Delaware. The Vendors may not seek business from another Vendors' Central Contract for the purpose of preparing a bid or proposal to the State of Delaware. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract unless they are considered a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code or otherwise permitted by law.

This is not a prohibition from any Vendor choosing to work with another Vendor who holds a State Central Contract for private business.

24. **OPPORTUNITY BUYS:**

The Director for the State of Delaware, Office of Management and Budget, Government Support Section can waive use of a central contract pursuant to 29 Del. C. §6911(e). A process has been developed to permit any vendor the opportunity to submit an Opportunity Buy offer to the State for goods and/or services for consideration despite the existence of a central contract. See [http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity\\_buy\\_flowchart.pdf](http://gss.omb.delaware.gov/contracting/documents/agencyboilers/opportunity_buy_flowchart.pdf). The Director will afford any vendor on an existing central contract an opportunity to match or to beat the Opportunity Buy offer made by a non-contracted vendor prior to a waiver being granted.

25. **REQUIRED REPORTING:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value/usage.

A usage report shall be furnished on the 15<sup>th</sup> (or next business day after the 15<sup>th</sup> day) of the month by the successful Vendor electronically in Excel format detailing the purchase of the compact track loader on the contract. The report will be done on a one-time basis for the compact track loader, once purchase has been made reporting will no longer be required. The report shall be submitted in electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). It shall contain the six-digit department and organization code. Any exception to this mandatory requirement may result in cancellation of the award. Additionally, vendors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals.

**The report shall be submitted electronically in EXCEL and sent as an attachment to [vendorusage@state.de.us](mailto:vendorusage@state.de.us). It shall contain the six-digit department and organization code.**

26. **ORDERING PROCEDURE:**

Successful Vendors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Depending on the nature and scope of the event, each State agency or other governmental entity shall be responsible for contacting the awarded vendor directly for all required resources. All consumables delivered by the Vendor and received by a State agency or other governmental entity, become the property of

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that State agency or entity. Orders may be accomplished by written purchase order, telephone, fax or computer on-line systems.

27. **BILLING:**

The Vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number. The Vendor shall not charge a late fee that exceeds more than one percent (1%) per month, not to exceed twelve percent (12%) per annum.

Agencies will make every effort to achieve available discount opportunities under this contract. Vendors shall be required to report semi-annually opportunities to enhance the discounts achieved.

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28. **METHOD OF PAYMENT:**

- a. For each P.O. issued as part of this contract, the State will pay Vendor monthly, within thirty (30) days of receipt of the Vendor's billing, the amount which is legitimately earned by the Vendor, and supported by payroll data and an itemized accounting of reasonable reimbursable direct non-salary costs. A current progress report of the work shall accompany each billing.

Final settlement for total payment to the Vendor will be made within thirty (30) days from the date of final written State acceptance of the work and services as agreed to in the P.O.

- b. No premium time for overtime will be paid without prior written State authorization. Indirect overhead cost shall not be applied to the premium portion of the overtime.
- c. The agencies or school districts using this award will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The State of Delaware intends to maximize the use of the P-Card for payment for goods and services provided under contract. Vendors shall not charge additional fees for acceptance of this payment method and shall incorporate any costs into their proposals. Additionally there shall be no minimum or maximum limits on any P-Card transaction under the contract. While it is the State's intention to utilize the P-card payment method the State reserves, at its discretion, the right to pay by ACH/ ACI or check. Should a Vendor wish to provide a financial incentive to not process payment by P-Card in their proposal, they are to prepare their proposals to clearly outline any incentives for alternative payment methods the Vendor is willing to accept.

29. **PRODUCT SUBSTITUTION:**

All items or services delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the proposal unless specific approval is given by the Agency to do otherwise. Awarded vendors are highly encouraged to offer any like substitute product (s), either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In all cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

If a substitution is granted by the state, the Vendor must update its core list and maintain said list in a timely manner.

30. **SCHEDULE FOR PERFORMANCE OF WORK:**

All work described in these specifications shall be completed with reasonable promptness. As used in this Section, the State of Delaware shall be the sole judge of the term "reasonable". If the Vendor does not begin the work in a reasonable amount of time, they will be notified that if they fail to initiate the work promptly, the contract may be terminated and the State will forthwith proceed to collect for nonperformance of work.

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31. **VENDOR RESPONSIBILITY:**

The State will enter into a contract with the successful Vendor(s). The successful Vendor(s) shall be responsible for all products and services as required by this RFP whether or not the Vendor or a subcontractor provided it. Subcontractors, if any, shall be clearly identified in the Vendor's proposal by completing Attachment 7.

32. **VENDOR- OWNED RENTAL EQUIPMENT AND SUPPLIES REMOVAL:**

The awarded Vendor shall remove all rental equipment and supplies from the event location (s) no later than an agreed to date once all contract obligations by the Vendor have been met.

33. **ENVIRONMENTAL PROCUREMENT REQUIREMENTS:**

Energy Star - If applicable, the Vendor must provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency in order to keep overall event costs to a minimum. The Vendor is encouraged to visit [www.energystar.gov](http://www.energystar.gov) for complete product specifications and updated lists of qualifying products.

Green Products – third party certification of green products accepted from GSS w/approved green certification shall be offered wherever available in addition to or as a substitute for non-green products.

Vendors shall report all green items procured during the monthly reporting period using the Usage Report that will be provided to the awarded Vendor(s).

Environmental Procurement Policies of the State shall determine acceptable consideration and credit for environmentally preferred products and services in the performance of this award.

The State Environmental Procurement Policies may be found: <http://gss.omb.delaware.gov/contracting/documents/agencyboilers/espp.pdf>.

34. **PERSONNEL/EQUIPMENT/SERVICES:**

- a. The Vendor represents that it has, or will secure at its own expense, all personnel required to perform the services required under this contract.
- b. All of the equipment and services required hereunder shall be provided by or performed by the Vendor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the equipment and/or services covered by this contract shall be subcontracted without the prior written approval of the State. Only those identified in Attachment 7 are considered approved upon award. Changes to those subcontractor(s) listed in Attachment 7 must be approved in writing by the State.

35. **MINIMUM WAGE RATES:**

Vendors should be aware that work performed under this contract may fall under the State of Delaware Minimum Wage Rates or the Delaware Prevailing Wage rates. The Vendor should contact the State of Delaware Department of Labor at 1-800-452-1589, or 302-761-8069 for current or applicable wage rate requirements.

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36. **TERMINATION OF INDIVIDUAL ORDERS OR PURCHASE ORDERS:**

As a central contract, the contract resulting from this RFP shall include individual orders from state agencies and other entities authorized by law to procure from this contract. The individual orders may be terminated as follows:

**a. Termination for Cause** If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner his obligations, or if the Vendor violates any of the covenants, agreements, or stipulations of this contract, the Agency shall have the right to terminate the P.O. by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor in the performance of the P.O. shall, at the option of the Agency, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Agency.

**b. Termination for Convenience** The Agency may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Agency.

**c. Termination for Non-Appropriations** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

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37. **TERMINATION OF CONTRACT:**

As a central contract, the contract resulting from this RFP may be terminated as follows by Government Support Services.

**a. Termination for Cause** - If, for any reasons, or through any cause, the Vendor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Vendor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof, at least 30 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Vendor under this Contract shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

**b. Termination for Convenience** - The State may terminate this Contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, become its property and the Vendor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

**c. Termination for Non-Appropriations** In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds. This is not a termination for convenience and will not be converted to such.

38. **CHANGES:**

Both parties may, from time to time, require changes in the services to be provided by the Vendor under the Scope of Work. Such changes, including any increase or decrease in the amount of the Vendor's compensation, which are mutually agreed upon by and between the Agency and the Vendor shall be incorporated in written amendments to the Purchase Order or contract.

39. **INTEREST OF VENDOR:**

The Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree in providing products or performing services required under this contract. The Vendor further covenants that in the performance of this contract, no person having any such interest shall be employed.

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40. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL:**

No material produced in whole or part under this contract shall be subject to copyright in the United States or in any other country. The State shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this contract; provided, however, that the State agrees not to use any design or engineering plans prepared by the Vendor for anything other than their intended purpose under this Contract. The Vendor shall have the right to publish any and all scientific findings. Appropriate acknowledgment and credit for the State's support shall be given in the publication.

41. **RIGHTS AND OBLIGATIONS:**

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order shall be issued for every project.

42. **ASSIGNMENT OF ANTITRUST CLAIMS:**

As consideration for the award and execution of this contract by the State, the Vendor hereby grants, conveys, sells, assigns, and transfers to the State of Delaware all of its right, title and interest in and to all known or unknown causes of action it presently has or may now or hereafter acquire under the antitrust laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired for the State pursuant to this contract.

43. **TESTING AND INSPECTION:**

The State of Delaware reserves the right to conduct any test or inspection it may deem necessary to insure equipment, materials and services conform to contract requirements.

44. **COVENANT AGAINST CONTINGENT FEES:**

The Vendor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fees.

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45. **GRATUITIES:**

a. If it is found, after notice and hearing, by the State that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Vendor or any agent of the State with a view toward securing a contract, or securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performance of this contract, the State may, by written notice to the Vendor, terminate the right of the Vendor to proceed under this contract and/or may pursue such other rights and remedies provided by law or under this agreement; provided that the existence of the facts upon which the State makes such findings shall be in issue and may be reviewed in proceedings pursuant to the Remedies clause of this contract; and

b. In the event this contract is terminated pursuant to subparagraph "a", the State shall be entitled (i) to pursue the same remedies against the Vendor, and (ii) to exemplary damages, as a penalty in addition to any other damages to which it may be entitled by law, in an amount which shall be not less than three, nor more than ten, times the costs incurred by the Vendor in providing any such gratuities to any such officer or employee. The amount of such exemplary damages shall be in the sole discretion of the State.

46. **AFFIRMATION:**

The Vendor must affirm that within the past five (5) years the firm or any officer, controlling stockholder, partner, principal, or other person substantially involved in the contracting activities of the business is not currently suspended or debarred and is not a successor, subsidiary, or affiliate of a suspended or debarred business.

47. **AUDIT ACCESS TO RECORDS:**

The Vendor shall maintain books, records, documents, and other evidence pertaining to this Contract to the extent and in such detail as shall adequately reflect performance hereunder. The Vendor agrees to preserve and make available to the State, upon request, such records for a period of five (5) years from the date services were rendered by the Vendor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Vendor agrees to make such records available for inspection, audit, or reproduction to any official State representative in the performance of their duties under the Contract. Upon notice given to the Vendor, representatives of the State or other duly authorized State or Federal agency may inspect, monitor, and/or evaluate the cost and billing records or other material relative to this Contract. The cost of any Contract audit disallowances resulting from the examination of the Vendor's financial records will be borne by the Vendor. Reimbursement to the State for disallowances shall be drawn from the Vendor's own resources and not charged to Contract cost or cost pools indirectly charging Contract costs.

48. **REMEDIES:**

Except as otherwise provided in this contract, all claims, counterclaims, disputes, and other matters in question between the State and the Vendor arising out of, or relating to, this contract, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

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Government Support Services

49. **AMENDMENTS:**

This contract may be amended, in writing, by mutual agreement of the successful vendor and Government Support Services.

50. **SUBCONTRACTS:**

Subcontracting is not permitted under this RFP and contract.

51. **AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Vendor to the Agency and render to the Vendor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Vendor.
- b. Give prompt written notice to the Vendor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Vendor's services.

52. **CONTRACT DOCUMENTS:**

The Definitions and General Provisions and any Special Instructions, Specifications, Request for Proposal, Proposal, Purchase Order, and Contract shall be a part of and constitute the entire Agreement entered into by the State of Delaware and any Vendor. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter:

- Contract
- Request for Proposal
- Specifications or Scope of Work
- Definitions & General Provisions
- Proposal
- Purchase Order
- Special Instruction

53. **ASSIGNMENT:**

This contract shall not be assigned except by express prior written consent from the Agency.

54. **WARRANTY:**

Vendor warrants the ICP-MS manufactured and sold to the State of Delaware to be free from defects in material, workmanship and construction, and that when used in accordance with the owner's manual will perform to applicable specifications for a period of one year after installation.

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55. **PREVENTATIVE MAINTENANCE:**

Preventative maintenance shall be performed on the ICP-MS by the contractor based on the routine maintenance schedule provided in the Appendix B and notification in writing, that such maintenance has been performed shall be provided to the food service director of the user agencies after every visit.

56. **OWNER'S MANUAL:**

Vendor must supply an owner's manual at the time of delivery of ICP-MS.

57. **MANUFACTURING REQUIREMENTS:**

ICP-MS must conform in every respect to the standards and regulations established by Federal and Delaware State laws. Product shall be manufactured and packaged under modern sanitary conditions in accordance with good commercial practice. Product are to be packed in such a manner to insure delivery in first class condition and properly marked for identification. All shipments must be comprised of original cartons associated with the commercial industry represented by the actual product contained within each carton.

58. **DELIVERY:**

The Contractor shall notify the using agency at least forty-eight (48) hours in advance of shipment so that necessary arrangements can be made.

59. **CONTRACT DELIVERABLES:**

ICP-MS offered by Contractor must be new or demonstration model. A "new" product is one for which the Purchaser will be the first user after the product is manufactured or produced. A "demonstration model" is one that has been used by the Contractor for demonstration purposes and is in "like new" condition. All warranties should be applicable to demonstration models. This clause, shall not be construed to prohibit contractors from offering products with recycled content, provided the product itself is new or demonstration model.

60. **INSPECTION AND REJECTION:**

ICP-MS received by any Agency issuing a PO shall be deemed accepted until the Agency has had a reasonable opportunity to inspect the equipment. The Agency may reject equipment discovered to be defective or failing to conform to the Contract specifications upon initial inspection or at any later time if the defects contained in the equipment or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. The Contractor shall have the duty to remove rejected equipment from the Agency's premises without expense to the Agency within fifteen (15) calendar days after notification. Rejected equipment left longer than fifteen (15) calendar days will be regarded as abandoned, and the Agency shall have the right to dispose of the equipment as its own property and shall retain that portion of the proceeds of any sale that represents the Agencies costs and expenses for the storage and sale of the equipment. Upon notice of rejection, the Contractor shall immediately replace all such rejected equipment with other non-defective items conforming to the specifications. If the Contractor fails, neglects, or refuses to do so, the Agency shall then have the right to procure a corresponding quantity of such equipment, and deduct from any monies then or later due to the Contractor, the difference between the price stated in the Contract and the actual cost of the equipment to the Agency.

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61. **DEFAULT:**

The State of Delaware or any Agency may declare the Contractor in default under the Contract as to State of Delaware, or under any PO issued under the Contract as to the issuing Agency, by written notice to the whole or any part of this contract, or in the case of any Agency, terminate a PO issued under the Contract , for any of the following reasons:

- Failure to deliver the awarded item within the time specified in the Contract or PO or as otherwise specified;
- Improper delivery;
- Failure to provide an item conforming with the specifications referenced in the Invitation to Bid;
- Delivery of a defective item;
- Failure or refusal to remove and replace any item rejected as defective or nonconforming within fifteen (15) calendar days after notification;
- Insolvency or bankruptcy;
- Assignment made for the benefit of creditors;
- Failure to protect, to repair, or to make good any damage or injury to property; or
- Breach of any provision of this Contract or any PO.

62. **RETURNS:**

Any item delivered in poor condition, in excess of the amount authorized by the PO or not included on the PO may, at the discretion of the Agency, be returned to the Contractor's warehouse at the Contractor's expense within fifteen (15) calendar days. Credit for returned good shall be made immediately once contractor receives returned goods. Over-shipments may be accepted at the contract user discretion. Return authorizations will be provided by the Contractor within fourteen (14) calendar days of verbal notification. If Agency orders wrong item, the return will be at the Agency's expense. Contractor shall work with the Agencies to ensure ordering of proper item.

63. **PRODUCT AVAILABILITY:**

The Contractor must agree that there will be no cancellation of products on the contract without an equal and acceptable replacement approved by the State Contract Procurement Officer during the term of the contract. Contractors must communicate manufacturer's discontinuation of any products to the contract officer in writing within five (5) business days of notification from the manufacturer and forward a copy of the manufacturer's notice. In such instances, the Contractor shall work with the contract officer to identify and implement alternative options that shall maintain or reduce costs associated with the replacements. The Contractor will be prepared to offer written detailed quarterly reports, is requested by the State of Delaware, displaying removed SKU's off of contract list and suggested replacements in either hard or electronic form, whichever is specified by the State. The Contractor shall offer suggested replacement of discontinued products at least thirty (30) days prior to substitution, including replacement part number, description, list price, applicable discount, final price and sample, if requested.

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64. **NOTICE**

Any notice to the State of Delaware required under the contract shall be sent by registered mail to:

Vicki Macklin  
Government Support Services  
100 Enterprise Place, Suite 4  
Dover, DE 19904

65. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week where there is a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the Delaware Emergency Operations Plan dated November 2009 or in the event of a local emergency or disaster where a governmental entity other than a State Agency requires the services of the vendor. Failure to provide this information could render the proposal as non-responsive.

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**C. AWARD AND EXECUTION OF CONTRACT**

**1. CONSIDERATION OF PROPOSALS:**

The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to seek new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

**2. MATERIAL GUARANTY:**

Before any contract is awarded, the successful Vendor may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

**3. AWARD OF CONTRACT:**

Within ninety (90) days from the date of opening proposals, the contract will be awarded or the proposals rejected.

**4. EXECUTION OF CONTRACT:**

The Vendor (s) to whom the award is made shall execute a formal contract within twenty (20) days after date of official notice of the award of the contract.

**5. WARRANTY:**

The successful Vendor(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance.

**6. THE CONTRACT(S):**

The contract(s) with the successful Vendor(s) will be executed with the Government Support Services acting for all participating governmental entities.

**7. INFORMATION REQUIREMENT:**

The successful Vendor's shall be required to advise and provide the Government Support Services of the gross costs associated with this contract.

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**VII. PROPOSAL REPLY SECTION for CONTRACT NO. GSS11607-ICP MS**

**ICP-MS**

Please fill out the attached forms fully and completely and return with your proposal in a sealed envelope clearly displaying the contract number to the State of Delaware, Government Support Services by April 28, 2011 @ 1:00 P.M. EDT at which time bids will be opened.

**NO MANDATORY PRE-BID MEETING**

**Proposals must be mailed to:**

**Government Support Services  
Contracting Section  
100 Enterprise Place, Suite 4  
Dover, DE 19904**

**PUBLIC PROPOSAL OPENINGS**

The public proposal opening insures the citizens of Delaware that contracts are being proposed fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the proposals at the time and place specified and the contract shall be awarded within ninety (90) days thereafter. The main purpose of the proposal opening is to reveal the name(s) of the Vendor(s), not to serve as a forum for determining the apparent low Vendors. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each proposal has been determined.

After receipt of a fully executed contract(s), the Delaware public and all Vendors are invited to make an appointment with the agency in order to review pricing and other non-confidential information.

**NOTE: ONLY THE VENDOR'S NAME AND ADDRESS WILL BE READ AT THE OPENING**

Government Support Service  
100 Enterprise Place, Suite 4  
Dover, DE 19904

**NO PROPOSAL REPLY FORM**

**CONTRACT # GSS11607-ICP-MS    CONTRACT TITLE:    ICP-MS**

To assist us in obtaining good competition on our Request for Proposals, we ask that each firm that has received a proposal, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Vendor's List by so indicating below, or do not return this form or bona fide proposal.

Unfortunately, we must offer a "No Proposal" at this time because:

- \_\_\_\_\_ 1.    We do not wish to participate in the proposal process.
- \_\_\_\_\_ 2.    We do not wish to bid under the terms and conditions of the Request for Proposal document. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 3.    We do not feel we can be competitive.
- \_\_\_\_\_ 4.    We cannot submit a Proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5.    We do not wish to sell to the State. Our objections are:  
\_\_\_\_\_  
\_\_\_\_\_
- \_\_\_\_\_ 6.    We do not sell the items/services on which Proposals are requested.
- \_\_\_\_\_ 7.    Other: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ FIRM NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_ We wish to remain on the Vendor's List **for these goods or services.**

\_\_\_\_\_ We wish to be deleted from the Vendor's List **for these goods or services.**

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CONTRACT NO.: **GSS11607-ICP-MS** TITLE: **ICP-MS**

**Attachment 2**

OPENING DATE: **April 28, 2011 @ 1:00 P.M. EDT**

**NON-COLLUSION STATEMENT**

This is to certify that the undersigned Vendor has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this proposal, **and further certifies that it is not a sub-contractor to another Vendor who also submitted a proposal as a primary Vendor in response to this solicitation** submitted this date to the State of Delaware, Government Support Services.

It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this Request for Proposal including all specifications and special provisions.

**NOTE:** Signature of the authorized representative **MUST** be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME \_\_\_\_\_

Check one)
Corporation
Partnership
Individual

NAME OF AUTHORIZED REPRESENTATIVE  
(Please type or print) \_\_\_\_\_

SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FEDERAL E.I. NUMBER \_\_\_\_\_ STATE OF DELAWARE  
LICENSE NUMBER \_\_\_\_\_

	(circle one)		(circle one)		(circle one)	
COMPANY CLASSIFICATIONS: CERT. NO. _____	Women <u>Business</u> <u>Enterprise</u> <u>(WBE)</u>	Yes	No	Minority <u>Business</u> <u>Enterprise</u> <u>(MBE)</u>	Yes	No
	<u>Disadvantaged</u> <u>Business</u> <u>Enterprise</u> <u>(DBE)</u>	Yes	No			

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO:  
(COMPANY NAME) \_\_\_\_\_

ADDRESS \_\_\_\_\_

CONTACT \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

**AFFIRMATION:** Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES \_\_\_\_\_ NO \_\_\_\_\_ if yes, please explain \_\_\_\_\_

**THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL TO BE CONSIDERED**

SWORN TO AND SUBSCRIBED BEFORE ME this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Notary Public \_\_\_\_\_ My commission expires \_\_\_\_\_

City of \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_





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**Attachment 5**

CONTRACT NO. **GSS11607-ICP-MS**  
Contract Name **ICP-MS**

## **Business References**

List a minimum of three business references, including the following information:

- Business Name and Mailing address
- Contact Name and phone number
- Number of years doing business with
- Type of work performed

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please list the contract.

1. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
2. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:
  
3. Business Name/Mailing Address:  
Contact Name/Phone Number:  
Number of years doing business with :  
Describe type of work performed:



Insert most recent OMWBE Certification Application found here:  
[http://gss.omb.delaware.gov/omwbe/docs/certapp\\_022510.pdf](http://gss.omb.delaware.gov/omwbe/docs/certapp_022510.pdf)

## State of Delaware

### Office of Minority and Women Business Enterprise Certification Application



#### Complete application and mail to:

Office of Minority and Women Business Enterprise (OMWBE)  
100 Enterprise Place Suite # 4 Dover, DE 19904-8202 Telephone: (302) 857-4554 Fax: (302) 677-7086  
Email: [deomwbe@state.de.us](mailto:deomwbe@state.de.us)  
Website: [www.state.de.us/omwbe](http://www.state.de.us/omwbe)  
Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>

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**APPENDIX A  
SCOPE OF WORK**

**This RFP covers the purchase of an ICP-MS for Department of Agriculture using Federal funds not to exceed \$96,790.00. ICP-MS can be new or demonstration model, not to be reconditioned or refurbished.**

**The following instrument specifications are provided for the Agilent 7700x and 7700s ICP-MS. These specifications are merely descriptive and do not in any way represent preference for one instrument over another.**

**A. Sample Introduction System**

The standard sample introduction system includes an efficient, low-flow concentric nebulizer, a temperature-controlled spray chamber and a high precision, 10-roller peristaltic pump. All components are optimized for high throughput routine analyses of samples with TDS up to 0.2% (2000 ppm).

**1. Nebulizer**

Low flow concentric nebulizers (glass on the 7700x and PFA fluoropolymer on the 7700s) are standard and operate at ~ 0.2 mL/min for reduced sample consumption and minimized matrix effects.

**2. Spray Chamber**

- a. Quartz, low-volume, Scott-type double-pass spray chamber, provides improved removal of larger aerosol droplets, compared to cyclonic or impact-bead designs. Standard Peltier-cooling provides stable operation and eliminates the need for a separate external cooling water supply.
- b. Controlled temperature range: -5 °C to +20 °C with instrument cooling water at 15 to 30 °C.)

**3. Peristaltic Pump**

Low-pulsation, high-precision 10-roller peristaltic pump, with 3 channels for precise delivery of sample and internal standard (ISTD), plus spray chamber drain.

**4. High Matrix Introduction (HMI) Capability**

Agilent's unique, patented HMI Aerosol Dilution technology, standard on the 7700x, extends the TDS range to percent level, while eliminating the added costs, time and potential errors of conventional liquid dilution.

**B. Plasma**

**1. RF generator**

- a. The new high power-transfer efficiency, maintenance-free solid state digital drive 27 MHz RF generator with variable-frequency impedance matching provides significantly improved plasma stability with changes in sample matrix, including the introduction of high flow rates of volatile organic solvents.
- b. RF power range: 500 W to 1600 W, in steps of 10 W.

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**2. Torch**

Easy-mount, one-piece quartz torch with 2.5 mm internal diameter (id) injector. The wide torch injector promotes efficient decomposition of the sample matrix, minimizing interferences and reducing routine interface cleaning.

**3. Torch position**

- a. Stepper-motor controlled in three axes (horizontal, vertical and sampling depth) in 0.1 mm steps. Expert AutoTuning delivers quick and reliable optimization following maintenance.
- b. Horizontal and vertical position:  $\pm 2$  mm
- c. Sampling depth: 3 to 28 mm

**4. ShieldTorch System**

Agilent's unique Shield Torch System (STS) precisely controls ion energy – essential to achieve high performance in He cell mode and cool plasma operation.

**C. Interface**

**1. Sampling cone**

1 mm diameter orifice, Ni-tipped (7700x) or Pt-tipped (7700s) with Cu base. Easy access to the interface region for routine maintenance; no tools are required for removal or refitting of sampling cone. The large cone-retaining ring insures reliable thermal contact and reproducible fitting, even with different operators, giving dependable long-term performance.

**2. Skimmer cone**

0.4 mm diameter orifice, Ni (7700x) or Pt-tipped (7700s). Precisely controlled skimmer tip temperature ensures minimal matrix condensation, providing good tolerance to high matrix samples. Small skimmer orifice reduces matrix contamination of the high vacuum region, reducing maintenance.

**D. Ion Lens**

The redesigned extraction and off-axis ion lens of the 7700 insures optimum ion transmission and low backgrounds across the entire mass range. The lens is in front of the gate valve, allowing easy access for scheduled cleaning, without venting the vacuum system.

**1. Extraction lens**

Positioned behind the skimmer cone, the extraction lens focuses ions of all masses as they enter the intermediate vacuum stage. The lens design gives the characteristic "flat" mass response of the 7700, and operates at fixed voltage for simple, reliable tuning.

**2. Off-axis Omega lens**

Protects the ORS3 cell and high vacuum region from contamination, by separating neutral species and photons from the ion beam. This contributes to the minimal mass bias and low background noise.

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**E. Octopole Reaction System**

The 7700 Series incorporates a new, 3rd generation cell, the ORS<sup>3</sup>, which provides superior interference removal in He mode. The ORS<sup>3</sup> is longer and narrower than the 7500 Series ORS cell, and operates at higher frequency, higher cell gas pressure and higher kinetic energy discrimination (KED) bias voltage. This delivers improved performance in He mode, eliminating the need for reactive cell gases for all applications except semiconductor.

**1. ORS<sup>3</sup>**

Consisting of a thermally stabilized cell with a 12 MHz octopole ion guide operated with fixed RF amplitude for the full mass range. Permits fast analysis with uniform conditions, for signal stability and consistent interference removal. An octopole provides both high ion transmission and superior ion focusing, minimizing ion scattering at the high cell pressures required for effective KED.

**2. He cell mode as standard**

The combination of the ShieldTorch and the octopole-based cell, both unique to the 7700, enables efficient removal of interferences using an inert cell gas (He) and KED. He mode provides several critical advantages compared to reactive cell gases:

- a. He mode is effective for all polyatomic interferences, not just reactive polyatomics. This means that the same He mode method can be applied to variable and unknown sample matrices. No reactive cell gas offers such method consistency and ease of use.
- b. Since He is inert, no new interferences are produced, so reliable results are obtained regardless of the matrix.
- c. Unlike a reactive cell gas, He does not react with any analytes, so consistent and predictable sensitivity is maintained. He mode is suitable for all analytes (no gas mode can be used for uninterfered analytes) and can be used reliably for completely unknown sample matrices – a unique capability of the 7700. The use of He cell gas also eliminates safety issues related to reactive gases such as H<sub>2</sub>, H<sub>2</sub> mixes or NH<sub>3</sub>.

**3. Cell gas control**

The 7700x has a single He cell gas controller, while the 7700s adds a second (reaction) gas line. Other cell gases are available for research applications, for example, H<sub>2</sub> option (standard on the 7700s), and Xe or NH<sub>3</sub>. If multiple cell gases are used in a method, cell gas switch over time is only about 5 seconds due to the low internal volume of the octopole-based cell.

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**F. Mass Analyzer**

**1. Quadrupole mass spectrometer**

The 7700 uses a high-frequency (~3 MHz) quadrupole with true hyperbolic rod profile, unique in ICP-MS. A hyperbolic profile quadrupole provides superior ion transmission, resolution and abundance sensitivity at standard settings, thereby eliminating the need for multiple resolution settings to separate adjacent peaks.

- a. Mass range: 2 – 260 amu
- b. Mass scan speed:
  - (1) Slew rate (Li to U, no intervening peaks): 56.6 million amu/s
  - (2) Scan speed (Li to U, plus data collection at 40 intervening masses): > 3000 amu/s
  - (3) Mass resolution: Variable from < 0.3 amu to > 1.0 amu
  - (4) Typical mass calibration stability: < 0.05 amu per day; < 0.1 amu per 6 months
- c. Abundance Sensitivity (at Cs):
  - (1) Low Mass side:  $5 \times 10^{-7}$
  - (2) High Mass side:  $1 \times 10^{-7}$

**2. Detector**

Unique, auto-switching, dual-mode discrete dynode electron multiplier detector provides a full 9 orders dynamic range with standard hardware and operating conditions. Fast signal acquisition is delivered by a proprietary analog amplifier, which operates at the same short integration time (100  $\mu$ s) in both pulse and analog mode.

- a. Minimum dwell time: 100  $\mu$ s
- b. Dynamic Range: 9 orders

**G. Vacuum System**

The Agilent 7700 uses a three-stage differential vacuum system with a single, split-flow turbo molecular pump and single external rotary pump for fast pump-down and simple maintenance. The typical analyzer stage operating vacuum is  $3 \times 10^{-6}$  mbar or lower in no gas mode. Unique AutoRecover mode returns the 7700 to standby (pumping) state when electrical power is resumed after a power failure, saving valuable time by automatically restarting the vacuum system following an overnight power failure. The rotary pump is external to the cabinet, and can therefore be located conveniently in the laboratory. Alternatively, the pump can be placed outside the laboratory, which may require the extended 3 m vacuum hose option. The rotary pump hose on the Agilent 7700s is chemically inert for superior resistance to highly corrosive acids.

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**H. Software**

Agilent's ICP-MS MassHunter Workstation software provides comprehensive functionality and ease-of-use features for the 7700 Series. With simplified Expert AutoTuning, extensive use of pre-set methods and powerful context sensitive help, even novice operators will quickly be producing reliable and consistent results. The core version of MassHunter includes:

1. Simple intuitive interface for system configuration, instrument control, maintenance and diagnostics, and performance reports. Batch and Queue control of automated startup tasks, method settings, acquisition parameters and sequencing. Batch-at-a Glance data table with real-time update, including all sample data, ISTD/QC signal trend and calibration curves.
2. Built-in outlier flags and LabQC charting.
3. Fast, simple data report layout and export to Microsoft® Excel (included with MassHunter Workstation software), or export to LIMS for final reporting. The full version of MassHunter (standard on the 7700x and 7700s) adds advanced and flexible tuning, acquisition and data processing tools, including full manual tuning, transient signal acquisition, isotopic analysis and Quick Scan. The MassHunter software platform is common to all Agilent MS systems (ICP-MS, LC/MS and GC/MS), which reduces training costs.

**I. Accessories and Peripherals**

1. **Agilent Integrated Autosampler (I-AS):** A compact, fully integrated autosampler with cover and pumped rinse station. Ideal for ultra-trace analysis and small sample volumes (0.5 mL). Includes flexible rack configurations offering maximum capacity of 89 vials, plus 3 rinse vials.
2. **Heat Exchanger**  
Polyscience Model 3370 Air Cooled Recirculator
3. **Gas Purification kit for ORS**
4. **Tubing 20-foot stainless steel.**

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**Guarantee Performance**

For each specification, the actual instrument factory test data or Certificate of Guaranteed Performance is included with every Agilent 7700 Series ICP-MS instrument.

Specification		7700x	7700s
Sensitivity Mcps/ppm)	Li (7)	50	50
	Co (59)		30 (cool plasma)
	Y (89)	160	240
	Tl (205)	80	120
Background on mass (cps)	No gas (9 amu)	<2	<3
	He cell gas (9 amu)	<0.5	<0.5
Oxide ratio (%)	Ce0/Ce	<1.5	<3
Doubly-charged ratio (%)	Ce <sup>2+</sup> /Ce	<3	<6
No gas mode detection limits (ppt)	Be (9)	0.5	0.5
	Fe (56)		3 (cool plasma)
	In (115)	0.1	0.1
	Bi (209)	0.1	0.1
He mode detection limits (ppt)♦	As (75)	20	
	Se (78)	40	
H <sup>2</sup> mode detection limits (ppt)	Fe (56)		3♦♦
	Se (78)		1
Short-term stability (%RSD)	20 min	<3	<3
Long-term stability (%RSD)	2 hours	<4	<4
Isotope ratio precision (%RSD)	Ag (107)/Ag (109)	<0.1	<0.1

♦He mode detection limits for As and Se are performed in a matrix of 1% HNO<sub>3</sub>, 2% HCl and 100 ppm Ca, demonstrating the effective removal of both ArCl and CaCl. All other tests are performed in a matrix of 1% HNO<sub>3</sub>.

♦♦The same H<sub>2</sub> mode specification applies to 7700x when fitted with the optional H<sub>2</sub> cell gas line. All detection limits 3 sigma.

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**Site Requirements and Safety**

<b>Dimensions</b>		
Mainframe	Width Depth Height Weight	730 mm (main cabinet, excluding peripump) 620 mm (main cabinet, excluding power cord) 595 mm (main cabinet, excluding exhaust chimney) 115 kg
Largest shipping container	Width Depth Height Weight	980 mm 980 mm 850 mm 138 kg
<b>Environmental</b>		
Operating temperature	Range Rate of change	15-30°C <2°C/hr (max. change 5°C)
Operating humidity	Range	20% to 80% (non condensing)
<b>Utility</b>		
Electricity Supply	Voltage Current	Single Phase, 200-240 V, 50/60 Hz 30A
Cooling Water	Inlet temperature Minimum flow rate Inlet pressure	15-40°C 5L/min 230-400 kPa (33-58 psi)
Argon gas supply	Minimum purity Maximum flow rate Supply pressure	99.99% 12 L/min 500-700 kPa (71-100 psi)
Cell gas supply	Minimum purity Maximum flow rate Supply pressure	99.99% 12mL/min for He and 10mL/min for H2 90-130 kPa (13-18.8 psi) for He and 20-60 kPa (2.9-8.7 psi) for H2
Exhaust duct	Vent Type Flow rate	Single vent, 150 mm diameter 5-7 m <sup>3</sup> /min
<b>Regulatory Compliance</b>		
Safety	IEC 61010-1:2001 / EN 61010-1:2001, CAN/CSA C22.2 No. 61010-1-04, UL No. 61010-1	
EMC	IEC 61326-1:2005 / EN61326-1:2006. ICES-001:2006, AS/NZS CISPR 11:2004	
ISO	Manufactured at an ISO 9001 and ISO 14001 certified facility	

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**Standard Mainframe Configurations**

	7700x	7700s
MassHunter Workstation software version	Full	Full
Nebulizer (concentric)	MicroMist (borosilicate glass)	MicroFlow (PFA)
Spray chamber (Scott double-pass)	Quartz	Quartz
Torch id (with ShieldTorch System)	Quartz 2.5 mm id Injector	Quartz 2.5 mm Injector
High Matrix Introduction (HMI) capability	Included	Optional (1)
Interface cones	Ni	Pt
Plasma Mass Flow Controllers (Ar)	4	4
Option Gas Line for alternative carrier gas, such as Ar/O2 for organics, or He for laser	Option	Included
He (collision) cell gas line	Included	Included
H2 (reaction) cell gas line	Option	Included
3 <sup>rd</sup> cell gas line (low or high flow rate options)	Option	Option

**Note (1): To add HMI capability to the 7700s requires the following parts to be ordered:**

**Nebulizer:** MicroMist (G3266-65003) or Mira Mist (G3161-80000 or G3161-80001)  
**Ni Sampling cone:** 7700x type (G3280-67040) – (or use 7700s Pt Sampling cone)  
**Ni Skimmer cone:** 7700x type (G3280-67041)  
**Ion lens:** 7700x type (G3280-67039) – includes stainless steel skimmer base (G1833-65591)

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**APPENDIX B**  
**Pricing Forms**

**Appendix B is made part of the contract and all tabs must be completed if applicable in order for bid to be considered responsive.**