



**State of Delaware
Delaware Health & Social Services
Division of Management Services**

Gas Chromatograph-Mass Spectrometer

**Invitation to Bid
Contract No. HSS11024-ANALYZER**

April 11, 2011

**- Deadline to Respond -
May 12, 2011
11:00 A.M. (EDT)**

*Questions regarding the specifications will be accepted until
April 25, 2011 at Noon by sylvia.adams@state.de.us.
Questions and Answers will be posted as an Addendum to this
bid by May 4, 2011.*

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Department of Health and Social Services
Division of Management Services

CONTRACT NO. HSS11024-ANALYZER

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for a Gas Chromatograph-Mass Spectrometer. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. HSS11024-ANALYZER

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS and SPECIFICATIONS
- 3 BID QUOTATION REPLY SECTION
 - A - QUOTATION SUMMARY
 - B - NON-COLLUSION STATEMENT AND ACCEPTANCE
 - C - BIDDER'S SIGNATURE FORM
 - D - CERTIFICATION SHEET
 - E - OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE (OMWBE) APPLICATION
 - F - NO BID REPLY FORM

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by **May 12, 2011 at 11:00 A.M.**

Bids shall be submitted to:

**STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
PROCUREMENT BRANCH- MAIN BLDG., ROOM 262
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please call Sylvia Adams at (302) 255-9297 or sylvia.adams@state.de.us.

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DEFINITIONS

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

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.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

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

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.

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.

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

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

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

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder 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 the bidder.

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

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

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

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain either pre-printed forms for use by the vendor in submitting its bid or a specification page(s) detailing product(s) requirements. In the case of pre-printed forms, 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, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form 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.

4. **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.

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

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder 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 the Special Provisions and the contract. The submission of a bid shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's submission shall be written in ink or typewritten on the form provided unless the inclusion of such form is waived.
- b. If items are listed with a zero quantity, bidder 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.

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7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Destination and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be requested 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. Requested samples or brochures are to be supplied free of charge.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a) unless this requirement is waived under Special Provisions.
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF BIDS:**

Bids shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Bids submitted by other than hand delivery must be sent in a manner requiring a signature on receipt. We recommend an overnight or second day delivery service. Bids must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

It is the bidder's responsibility to ensure their bid is received on time. All bids will be accepted until the date and time shown on page 2 of this document. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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12. **WITHDRAWAL OF PROPOSALS:**

A bidder 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.

13. **PUBLIC OPENING OF PROPOSALS:**

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

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data. Only information not directly affecting the bid can be designated as confidential.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its bid or bids:

- a. More than one bid for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. 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.
- f. Non-attendance of mandatory pre-bid meetings will be cause of disqualification.

16. **BID AND FINAL CONTRACT**

The contents of each bid will be considered binding. The contents of the successful bid will be included by reference in the resulting contract.

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SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new bids, 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 bidder 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. **CONTRACT AWARD:**

Within thirty days from the date of opening the bids, the bid will be awarded or the bid rejected.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next responsive and responsible bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT / PERFORMANCE BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

6. **WARRANTY:**

The successful bidder(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.

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

The contract(s) with the successful bidder(s) will be executed with the Department of Health and Social Services / Division of Management Services acting for all participating agencies.

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8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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 termination.

10. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

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SECTION C - GENERAL

1. **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.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor 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 or by its employees.

3. **PERMITS AND LICENSES:**

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

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

- a. The contractor 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 contractor 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.

5. **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 contractor 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.

6. **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

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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 contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **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. When quoting an approved equal product, provide a cross reference to easily identify items for comparison.

8. **BID EVALUATION AND AWARD:**

The Department of Health and Social Services / Division of Management Services will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Department of Health and Social Services / Division of Management Services in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

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

If partial payments are required, the bidder must submit a proposed payment schedule stating partial payments less 10% of invoice amount as part of their response to the bid. The proposed payment schedule is subject to approval by the State of Delaware. If approved, invoices must be sent to the designated State of Delaware agency within the Department of Health and Social Services. After final inspection and acceptance of all work under the contract, the contractor shall prepare his invoice for final payment. The final payment shall consist of the total cost of the contract less partial payment(s) previously received.

10. **DELIVERY**

Delivery must be made as directed by the Department when not in conflict with the bid or quotation. The decision of the Procurement Administrator as to reasonable compliance with delivery terms shall be final. The burden of proof of delay claimed to be beyond the contractor's control shall rest with the contractor.

11. **DELIVERY EXTENSION OF TIME**

Any extension of time on delivery as specified must be in writing by the Procurement Administrator with such extension applicable only to the particular item or shipment affected.

SECTION D: SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Gas Chromatograph-Mass Spectrometer requirements for Delaware Health and Social Services / Division of Management Services on behalf of the Public Health Laboratory.

2. **CONTRACT PERIOD:**

This is a one-time contract.

3. **PRICES:**

Prices shall remain firm for the term of the contract.

4. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

5. **PACKAGING, PACKING AND MARKING**

Packaging – Unless otherwise specified, commercial packaging as applicable is acceptable under these specifications.

Packing – All items shall be delivered in standard commercial containers so constructed as to insure acceptance by common or other carrier for safe transportation, at the lowest rate, to the point of delivery, or blanket wrapped trailer load lots.

Marking – Each shipping package shall be marked with the name of the item, the quantity contained therein, the name of the contractor and the purchase order number.

6. **MOST-FAVORED CUSTOMER:**

The contractor 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.

7. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

8. **BID BOND REQUIREMENT:**

Bid Bond Waived.

9. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

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10. **MANDATORY INSURANCE REQUIREMENTS:**

Contractor must carry sufficient property damage and public liability insurance as required by the State of Delaware to protect him and his subcontractors from claims for property damage which might arise from operations under the contract, and/or for claims for injury to or death of one, or more than one, person and to any one accident which may occur or result from operations under the Contract. Additional insurance may be required if the specifications entail on-site work. Proof of insurance coverage shall be included with bid.

Note: The State of Delaware shall not be named as an additional insured but must be added or named as a Certificate holder.

11. **BASIS OF AWARD:**

Department of Health and Social Services / Division of Management Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. Department of Health and Social Services / Division of Management Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

12. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

13. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

14. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this 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.

15. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

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16. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

14. **ORDERING PROCEDURE:**

Successful contractors 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. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. Purchase orders will be issued to the successful bidder within a reasonable time after award of contract has been made. No expense of obligation in connection with fulfillment of the contract agreement should be made until an official State of Delaware purchase order has been received. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

15. **BILLING:**

The successful 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.

16. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

17. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid unless specific approval is given by Department of Health and Social Services / Division of Management Services to do otherwise. However, 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 such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

18. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

22. **TERMINATION FOR CONVENIENCE:**

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Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the 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 termination.

23. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor 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 Contractor of such termination and specifying the effective date thereof, at least 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 Contractor under this Contract shall, at the option of the State, become its property, and the Contractor 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.

24. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

25. **COLORS**

All colors, wood finishes, fabrics or tops which are not specified herein will be selected at a later date.

26. **CONTRACTOR'S SIGNS**

The facility authorities will not permit the use of any signs, billboards or other advertising media on the grounds or buildings.

27. **DISPOSAL OF DEBRIS**

All fill dirt, debris or other material generated in the performance of this contract must be removed from the building leaving all areas neat and clean and all debris dumped in an area designated by the owner.

28. **CORRECTION OF WORK AFTER FINAL PAYMENT**

Neither the final payment nor any provision in the contract documents shall relieve the contractor of responsibility for faulty materials or workmanship and unless otherwise specified, he shall remedy any defects due thereto and pay for any damage to other work resulting there from, which shall appear within a period of one year from date of final payment.

29. **INTERPRETATIONS OR AGENDA**

No oral interpretation will be made to any bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to the Procurement Office. Any inquiry received fourteen (14) or more days prior to the bid closing date will be given consideration. Every interpretation made to a bidder will be in the form of an Addendum to the Contract Documents and when issued will be posted with this solicitation at least five (5) days before bids are opened. It shall be the bidder's responsibility to monitor the website for any Addenda. All such Addenda shall become part of the Contract documents and all bidders shall be bound to such Addenda, whether or not received by the bidders.

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30. **EXAMINATION OF SITE**

Due to the nature of the work involved under this contract, bidders may be required to thoroughly examine the site. No claims will be allowed for extra labor, materials or equipment required or for difficulties encountered which could have been foreseen by a thorough examination of the site.

31. **MEASUREMENTS**

Before ordering any materials or doing any work, the contractor shall verify all measurements at the building and shall be responsible for their correctness. No extra charge or compensation will be allowed because of differences between actual dimensions and measurements indicated on drawings, if provided.

32. **MATERIALS AND APPLICATION**

Manufacturer's specifications in material handling, preparation and installation must be adhered to in all cases. No exceptions will be made without prior, written approval of the Manufacturing Representative or his designee. All materials shall conform to those of good quality as manufactured by reputable companies.

33. **GUARANTEE**

The contractor shall guarantee all materials and workmanship against original defects or against injury from proper and usual wear when used for the purpose intended.

34. **WAGE PROVISIONS/RELEASE OF LIENS IN PUBLIC WORKS**

34a. All successful contractors are required by Section 6960, Chapter 69, Delaware Code, to pay the various classes of laborers and mechanics wages that will be determined by the Department of Labor and Industrial Relations of the State of Delaware to be prevailing for the corresponding labor of classes of laborers and mechanics employed on projects of a character similar to the work in the city, town, village or other subdivision of the State on which the work is to be performed.

34b. Contractor or his subcontractor shall pay all mechanics and laborers employed directly upon the site of the work, unconditionally and not less than once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the wage determination decision of the Department of Labor and Industrial Relations schedule contained and made part of this bid contract solicitation.

34c. Along with his application for final payment, the contractor shall submit a satisfactory release of all liens against the premises on the part of all persons or firms who have delivered materials for use in or work done in the performance of this contract.

35. **CONDUCT OF WORKMEN – SAFETY AND SECURITY PRECAUTIONS**

35a. Owing to the nature of the institution the following rules of conduct will be strictly enforced by the facility authorities: No workmen are to loiter around the building and they are not to contact employees of the facility, excepting those employees especially assigned to the work.

35b. Contractor will perform the work using all safety precautions to protect himself, facility personnel and property. All tools and equipment will be stored in a safe manner and at a location designated by the owner. No tools may be left unattended at any time.

35c. Contractor will be responsible for security of all property within the boundaries of this facility during working hours.

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36. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Health and Social Services / Division of Management Services. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov>.

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

Prior to receiving an award, the successful vendor shall either furnish Department of Health and Social Services / Division of Management Services 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) 577-8201 – Public Service, (302) 577-8205 – Licensing Department. A business license can also be obtained online at: <http://onestop.delaware.gov>.

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.

++ Items after this point require a detailed response in the bid proposal ++

38. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor 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 work or services covered by this contract shall be subcontracted without the prior written approval of the State.

39. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

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40. **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 to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

SPECIFICATIONS

Item Description: Gas Chromatograph-Mass Spectrometer with single rail, dual head Sample Injection and Preparation System for Chemical Preparedness Testing

Listed below are the specifications and special criteria necessary for the Chemical Preparedness Gas Chromatograph-Mass Spectrometer with single rail, dual head Sample Injection and Preparation System. Provide a detailed written response for each item in your proposal, including list of equipment needed to run the tests proposed, including but not limited to, instruments, processors, software, and uninterrupted power supply (UPS) hardware needs.

When determining costs, indicate which components and component part numbers are included in the total cost. For each section, the cost should be based on the individual components, including installation and delivery. All bids must include software and hardware interfaces, a **one-year (1)** year full warranty including two (2) day on-site response and repair, preventative maintenance, and installation. Vendors may only bid on the whole system, that is, the gas chromatograph-mass spectrometer with single rail, dual head sample injection and preparation system (autosampler). Only one (1) written bid including a detailed response to each item per vendor will be accepted.

Responses should be detailed, written, and address how the system and/or component will meet or exceed each item in the proposal with the instrument ability denoted (range, statement, or numeration) to meet the specification requirement, and the component cost. Each item of each section must be addressed including the component number, instrument ability denoted (range, statement, or numeration) to meet the specification requirement, and cost.

The specifications listed below are the absolute minimum required based on the needs of the laboratory as defined by the Centers for Disease Control and Prevention's Laboratory Response Network Chemical. Proposals for systems which meet or exceed these specifications will be reviewed; however, at present the funding allocated for this project will not exceed \$150,000. If the proposed system is unable to meet an item specification, note "Unable to Meet Specification" with the appropriate item number. Incomplete or omitted items will be considered grounds for rejection of a bid.

1) Description

Gas Chromatograph-Mass Spectrometer with single rail, dual head Sample Injection and Preparation System for the Chemical Preparedness Program in order to initiate clinical and environmental chemical preparedness testing service. The instrument proposed shall include the necessary instrumentation, software, hardware, controls, training, maintenance and support to provide a fully functional, semi-automated testing instrumentation for determination of a variety of semi-volatile and volatile chemical threat agents in clinical and environmental matrices on approximately 1,500 samples per year. The potential exists for the volume of tests to double or triple in the future.

The GC/MS system must provide gas chromatography and quadrupole mass spectrometry and have an approach combining hardware, advanced component control and data analysis software, performance validation tools and high sensitivity into a single integrated unit for bench top usage. Bids will be accepted for the gas chromatograph-mass spectrometer with purge single rail, dual head sample injection and preparation autosampler unit (GC/MS/SPU) only. The GC/MS/SPU system should provide the source hardware, software, method development service, maintenance and support our laboratory needs to maintain our laboratory productivity and rapid, accurate assessment and reporting.

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The instrument proposed shall include the necessary support to provide a fully functional, semi-automated testing instrumentation. This instrument will utilize standardized methods generated by CDC, EPA, DHS, FDA, and other related agencies or programs. These methods are not available outside governmental partners without formal, written consent of the governing agency.

2) Definitions:

System = the combination of equipment, hardware, computers, printers, and software, programming, needed to perform desired testing, independent of state network

GC/MS = Gas Chromatograph plus Mass Spectrometer

SPU = single rail, dual head sample injection and preparation unit

GC/MS software management system = combination of software, hardware, interface components, etc. to provide one software system running the GC/MS-SPU system

3) Specifications:

Descriptions of the components of the instrument system for laboratory testing required are listed below. Written responses should be detailed and address how the system and/or component will meet or exceed each item in the proposal. For each section, detail the components provided, the cost (may be bundled for the section), installation cost, and any discount or rebate utilized. For each component, detail the ability (range, statement, or numeration) to meet the specification requirement and the associated part number. If the proposed system is unable to meet an item specification, note "Unable to Meet Specification" with the appropriate item number. If the component exceeds the minimum specification, note "Exceeds Specifications" and the reason (range, statement, or numeration) for this claim. Incomplete or omitted items will be considered grounds for rejection of a bid.

Section 1. Gas Chromatograph (GC) Mainframe with split/splitless inlet, mass spectrometer capillary direct interface, liquid nitrogen oven cooling, exhaust deflector, factory plumbing for rapid installation

- 1.1 The analytical system will have a benchtop GC to be interfaced with a benchtop MS and sample injection and preparation unit capable of running 500 samples of each analyte upon emergency notification with minimal startup time and hands-on processing by one (1) Chemist.
- 1.2 The GC must have a gas saver mode which allows reduction of gas usage during the course of a run and after.
- 1.3 The GC oven must be capable of accommodating two standard GC/MS capillary (up to 60 m, 0.32 um OD) columns simultaneously.
 - 1.3.1. The GC oven must have an operating temperature range suitable for all columns and chromatographic separations; at a minimum of ambient temperature +4 °C to 450 °C.
 - 1.3.2. This unit will also be outfitted with a cryogenic trap utilizing liquid nitrogen cooling. The oven must be capable of cooling from -80 to 450 °C.
 - 1.3.3. The oven must have a temperature setpoint resolution of 0.1 °C and support multiple oven ramps, including negative, with a maximum achievable temperature ramp rate of at least 75 °C/min, 120°C/min is preferred. The oven must have a rapid cool down rate utilizing ambient air and other system cooling features to cool down from 450 to 50 °C in 4.0 min or less.
- 1.4 The GC must have Electronic Pneumatics Control (EPC) to ensure compensation for barometric pressure and ambient temperature changes. The user must be able to select the pressure units desired (bar, KPa, or psi). The pressure setpoints must be able to be adjusted in increments of

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- 0.001 psi (0 - 100 psi) and 0.01 psi (100 to 150 psi).
- 1.4.1. The EPC must allow selection of different carrier and make-up gases and settings based on the individual gas selected (Helium, Nitrogen, Hydrogen, Argon/Methane at a minimum).
 - 1.4.2. A constant flow mode based on the capillary column dimensions (controlled in the software) must be available and controllable from within the software interface.
 - 1.4.3. Flow and/or pressure setpoints for each inlet or detector parameter must be controllable from the GC unit and software interface. The EPC must be capable of at least a maximum of three pressure and/or flow ramps.
 - 1.4.4. The GC shall have a minimum of two positions for auxiliary EPC modules for use of any combination of auxiliary EPC or pneumatics control modules.
- 1.5 The GC will be multi-temperature programmable with flow controllers and two inlets, one of which must be an EPC split/splitless inlet which compensates for atmospheric pressure and temperature variation.
- 1.5.1. The GC inlet must have flow sensors to allow control of the split ratio with a minimum accuracy of $< \pm 5\%$ (based on the carrier gas used) and a repeatability of $< \pm 0.35\%$ of setpoint. The pressure sensors should have an accuracy of $< \pm 2\%$ (full scale) with a repeatability of $< \pm 0.05$ psi. There should not be a drift of more than 0.1 psi within 6 months.
 - 1.5.2. The EPC split/splitless inlet must have electronic septum purge flow control as well as an easy access (preferably through the top) inlet system for quick and easy injection liner changes.
 - 1.5.3. The EPC split/splitless inlet must be capable of a total flow setting range of 0 - 1250 mL/min of Helium or Hydrogen gas and 0 -200 mL/min Nitrogen.
 - 1.5.4. As this instrument may be used in support of environmental analyses, such as cyanide or pesticide determination in drinking water, the second injector must be capable of handling liquid as well as gas phase injections.
 - 1.5.5. The inlet must have temperature control capable of controlled linear heating, able to liquid nitrogen as a cooling option (to a minimum temperature of -180C), be able to utilize air cooling, be capable of solvent venting, and temperature ramping up to 900°C/min at a maximum temperature of 450°C. A fast heating mode (150°C/sec) is optional.
- 1.6 The GC will be capable of backflushing during and/or at completion of a run. The unit will display flows (negative and positive), be able to set outlet and inlet pressures and may be interfaced with the software system as a programmable option during method creation.
- 1.7 The GC will have an exhaust deflector and the associated tubing for adequate ventilation of the unit's heat and other gases to laboratory installed ventilation.
- 1.8 The GC will have a capillary mass spectrometer interface.
- 1.9 All components will have factory plumbing for rapid installation into spaces with existing gas service, ventilation, and power.
- 1.10 The GC will be interfaced with an existing UPS system. The GC will utilize 120VAC or equivalent service, no 220VAC or higher is acceptable.
- 1.11 Any additional interfaces, such as electronics controllers, hardware, firmware, or software needed to complete analysis of a variety of automated GC/MS methods, including use of the sample injection and preparation station during the course of the run is included with the unit.

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- Section 2. Mass Spectrometer (MS)** quadrupole with electron impact source, ion gauge controller, turbomolecular pump, mechanical pump, and HED-EM detector
- 2.1 The benchtop MS (quadrupole) will be interfaced with GC and sample injection and preparation unit capable of running 500 samples of each analyte upon emergency notification with minimal startup time and hands-on processing by one (1) Chemist.
 - 2.2 The mass spectrometer will be capable of scanning of mass range (0 - 1000 u) and scanning rate up to 12,500 u/s and in compliance with LRN-C and ERLN method specifications.
 - 2.3 The mass spectrometer will contain a non-coated inert EI (electron impact) high performance source for a turbo molecular pump. A CI (chemical ionization) source meeting the same standards which can perform in EI mode may be acceptable. An ion gauge controller for use with the MS must be included.
 - 2.4 Helium (He) Electron Impact Sensitivity SCAN mode, which provides 1 pg OFN (octafluoronaphthalene) gives greater than 400:1 signal to noise (S/N) scanning from 50-300 u. Sensitivity is critical to meeting and/or exceeding analysis requirements especially for low detection level. For scan sensitivity S/N measurement the scan range must be reflective of normal operation parameters (50-300 u meets that criterion, ranges less than 150 u in size are NOT realistic).
 - 2.5 The mass spectrometer will produce a mass spectrum that meets all criteria of PFTBA tune when 25 nanograms or less are introduced into the GC.
 - 2.6 This system will also include the roughing or mechanical pump and turbo molecular pump and any cooling units needed. The minimum desired turbo molecular pump pumping speed is 262 liters/second with a 2.5 m³/hour or greater mechanical pump.
 - 2.7 The MS should have a triple-axis HED-EM detector, which places the HED-EM doubly off-axis from the axis of the transmission quadrupole. This design increases sensitivity because it allows ion collection to be maximized (increased signal) and neutral noise to be reduced below off-axis detector designs.
 - 2.8 The MS will have a gain normalized autotune function which optimizes the electron multiplier's gain to ensure the optimal balance between ion count, linearity and electron multiplier life expectancy. Gain normalization must provide consistent sensitivity during the aging of the EM and consistent ion counts between multiple GC/MS systems.
 - 2.9 The MS will have monolithic quartz structure, hyperbolic form quadrupole with rods having a true hyperbolic shape in keeping with quadrupole theory. The quadrupole is to be independently heated and its temperature is to be user-selectable from 100-300°C. A minimum of a single quadrupole is acceptable; triple quadrupole units which meet the specifications and allotted budgetary constraints will be considered.
 - 2.10 The MS will have virtual scan and selected ion monitoring providing the capability to additional sensitivity for target compound and qualitative identification of non-targeted compounds.
 - 2.11 The MS will be capable of high speed ion detection utilizing rapid switching from positive and negative ion modes during the sample analysis.
 - 2.12 The system will be capable of detecting and quantitating routinely a concentration of 0.4 ppb or less (in SIM mode) of no less than 12 simultaneously semi-volatile and volatile compounds analyzed by the laboratory as per LRN-C and ERLN.
 - 2.13 The system must allow for assignment of sample spectra to a library, including differentiation of an analyte from an isotopically labeled standard or quality control greater than 1 amu in

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difference.

- 2.14 The system must allow for active library matching of all signals produced during and after an analytical run.

Section 3. Cryofocusing or trapping unit with liquid nitrogen cooling option and controller interface

- 3.1 An integrated unit to perform cryogenic trapping of analytes that will function in either circumstance: 1) before a single GC/MS column and 2) between the pre-column in a single GC/MS oven multi-dimensional system.
- 3.2 The unit must have a liquid nitrogen cooling option capable of reaching and holding temperatures between -150°C and 400°C for up to 650 minutes. The unit must have a heating rate of a minimum of 0.5 to 20 °C/second and be capable of performing temperature ramps.
- 3.3 The unit must be integrated with a controller directly interfacing with the GC/MS software so that only 1 method and sequence table is required to run the GC/MS, sample injection and preparation unit, and cryofocusing unit. This may be done from additional software integrated into the main GC/MS controller software or from a contact closure or similar device. Additional software not integrated into the GC/MS controller software (i.e., must be run or started separately) will not be considered.

Section 4. Sample Injection and Preparation Unit with SPME kit, dual head, single rail autosampler, liquid injection kit, headspace injection kit, Peltier cooled tray holder, sample trays, solvent reservoirs, wash stations, and 6 position agitator-stirrer

- 4.1 An integrated sample injection and preparation unit capable of performing liquid handling tasks (preparation and addition of standards, derivatization and chemical reaction, heating, cooling, mixing, and conditioning), extraction and concentration tasks (solid phase extraction, solid phase microextraction, liquid extraction - solid and liquid samples, liquid - liquid extraction), matrix elimination (filtration, solid phase extraction, dispersive solid phase extraction, solid phase microextraction), and combinations thereof.
- 4.2 The unit must be a modular system allowing rapid interchangeability of components to satisfy multiple method needs, easy component maintenance, and upgrade capabilities.
- 4.3 The unit must integrate with the GC/MS controller software, either through a second software program (which may be accessed through the GC/MS controller software) or directly from the GC/MS controller software. This may include hand-held controllers integrated and stand-alone programmable. This includes real-time monitoring of all parameters, modules, and trouble signals.
- 4.4 The unit must be capable of injecting headspace, SPME fiber, liquid, and other samples from a minimum of 10mL, 20 mL, and 2 mL standard autosampler vials must be provided.
- 4.5 The unit must be a single rail, dual head sampler that mounts to the top of the GC unit.
- 4.6 The unit must include mounting brackets specific to the GC selected.
- 4.7 The unit must include a headspace syringe system (preferably universal to allow multiple syringe types) and syringe capable of a 100 - 2500 uL headspace injection.
- 4.8 The unit must include a liquid delivery syringe system which includes a syringe unit and syringe capable of 10 - 250 uL.
- 4.9 The unit must include any remote start cables or relay devices, controllers, or other components

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that enable the unit to be controlled through integration with the GC/MS controller software.

- 4.10 The unit must include a 98 position tray and tray holder for 2 mL GC autosampler vials (standard size).
- 4.11 The unit must include a 32 position tray and tray holder for 10 mL and 20 mL GC headspace autosampler vials (standard size).
- 4.12 The unit must include a Peltier tray holder which can hold either of the above trays or other trays available with the unit. The Peltier tray holder must be capable of cooling samples to a minimum of 4°C to 10°C in 0.1°C increments.
- 4.13 The controller for the Peltier tray holder must show the temperature during the course of use and when idle. Control of the tray holder must be achieved through the GC/MS controller software. The tray holder temperature should be able to be adjusted when the controller software is not running a method.
- 4.14 The unit must contain 3 solvent reservoirs, which may be programmed independently of one another and may include 1 reservoir as a waste reservoir. The solvent reservoirs must be capable of containing 100 mL of solvent each, including high acid content solutions, organic solutions, and water solutions.
- 4.15 The unit must contain 5 wash stations, which may be programmed independently of one another. Two of the stations may be waste stations, 2 wash, and 1 for standard addition. The wash stations must be capable of containing 10 mL of solvent each, including high acid content solutions, organic solutions, and water solutions.
- 4.16 The unit must include the appropriate upgrade equipment and kits for use of SPME (solid phase microextraction) fibers for headspace sorption and desorption of volatile and semi-volatile materials. At present, DPHL utilizes 75 um Carboxen-PBMS Black SPME fiber assembly.
- 4.17 As this unit will be connected to a liquid nitrogen supply, either house lines or the use of a liquid nitrogen dewar, a dewar adapter and house line adaptor must be included. A minimum of a 1/2" flare female to 3/8" male SS (stainless steel) pipe thread adaptor should be included. Additional adaptors will be specified based on the gas service.
- 4.18 This unit must include a 6 position agitator stirrer which is capable of holding 6 x 20 mL headspace autosampler vials. The unit agitator-stirrer must be capable of selectable temperature ranges of 35°C to 120°C in 1°C increments with agitation speeds of 250 rpm to 750 rpm and stirring speeds of 500 rpm to 1500 rpm. The agitator-stirrer must be capable of operating in agitation or stirring mode and be selectable from the integrated GC/MS controller software.
- 4.19 The unit must be capable of "preparation ahead" functionality. That is, during the course of an analytical run after one sample has been injected, the unit will begin any sample preparation activities (i.e., addition of solvents, washing of needles, agitation of sample, sorption or desorption, etc.) for the next sample.

Section 5. GC/MS System Manager Software with integration of sample injection and preparation unit software, data acquisition, reporting, and method development software, associated hardware and interface components, and NIST MS Library

- 5.1 The GC/MS system manager software will include timing devices that pre-program the instrument allowing for unattended operation, saving operating time and increasing efficiency. This includes providing common functions automatically including startup, run, shutdown,

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calibration, validation and washes between samples, end of run, etc.

- 5.2 The GC/MS system will be able to be programmed in such a way as to allow the user to have the instrument come on at a specified time, and be at operating temperature and stable when use is required. The system must be able to be programmed in such a way as to allow the user to program automated shutdown times.
- 5.3 The GC/MS system manager software will provide a quick guide as well as a user-friendly method and sample setup for method protocol files. Files can be saved and used as a template for the evaluation of multi-plates, method, or individual sample. This will provide the user the ability to develop new methods, including baseline methods, and an easy troubleshooting interface.
- 5.4 The GC/MS system manager software will be able to simplify sample and method template setup, to acquire the method/sample data, and to perform data analysis without having to transfer data into add-on software applications. Data processing capabilities will include simultaneous calculation of concentrations, standard deviation, and coefficient of variation for all analytes and goodness of fit. The system will be able to generate standard curves using a variety of curve fitting routines to accommodate all types of data.
- 5.5 The GC/MS manager software will display real-time data as it is generated as display and analysis of real-time data allows for immediate troubleshooting and saves precious sample if an unexpected event occurs (i.e., an image snapshot function or similar).
- 5.6 The GC/MS system will have a feature that allows the use of the current retention time of the peak and the current inlet pressure to determine if, and if so, how much, to correct inlet pressure so that subsequent runs will match those of the original gas chromatograph. The system will update the inlet pressure automatically and record the change in the instrument logbook. With this feature, the system should be able to compensate for variables such as differences in column length, column diameter, stationary phase film thickness, pressure transducers and oven temperature.
- 5.7 The system will have a NIST Mass Spectrometer spectral library (latest edition) with at least 562K spectra, 350K chemical structures, and 356K CAS RNs, NIST MS search and AMDIS programs must be included. Other libraries, such as Wiley and Forensic Toxicology Database, may be desired at a later point and must be able to be loaded or integrated without significant maintenance or down time. If the total system costs do not exceed \$150,000, include costs for Wiley Mass Spectrometer spectral library (latest edition) and Forensic Toxicology Database Mass Spectrometer spectral library (latest edition).
- 5.8 The system will be capable of providing calibration and validation reports and allow customizable data reports. These reports will be able to be printed and electronically stored for use in QA/QC documentation
- 5.9 The system will provide the user the ability to produce daily, weekly and periodic reports by lot number, date or other parameter.
- 5.10 The GC/MS manager software will be designed to make acquisitions, to process and to report the data in multiple modes, including "EPA mode" or "LRN mode".
- 5.11 Reports will be automatically generated at the conclusion of a run showing concentrations in parts per billion or user defined units. The reports and chromatograms are printed and exported in a common tab-delimited format compatible with existing laboratory LIMS requirements. The system will have the capacity for rapid and simple export of data in multiple formats (including tab delimited) for records and reporting of results on a variety of platforms. Ideally, the system should be able to generate data packets for HL7 transmission for multi-agency networks.

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- 5.12 It is also desired that the system have the ability to allow ready transfer of data to a variety of formats. Ideally, multiple users would be able to utilize a variety or only specified methods and/or programs for use either simultaneously (data regression during a run, or two groups doing concurrent series of runs) or separately (allowing for secure access to only certain methods and/or programs).
- 5.13 The GC/MS manager software will be able to perform instrument calibration and validation. The analysis should be able to discriminate between potential instrumentation and sample problems.
- 5.14 The GC/MS manager software will be able to monitor instrument functionality, flag errors, instruct the user to perform regular maintenance and provide troubleshooting tips.
- 5.15 The system will provide the user the ability to track kit controls, in-house controls, and laboratory network and/or agency developed controls.
- 5.16 Compatible data software systems that can readily be networked to the existing Agilent ChemStation system. Software and linkages must be completely compatible to existing software for effective data management and storage. This provides the mechanism to ensure the integrity of the data produced, which are used in decision making processes such as civil and criminal enforcement actions.
- 5.17 The software system must compatible with previously generated method and data files as generated on an Agilent 6890N - 5973inert GC/MS utilizing ChemStation version D.02.00 and E.02.00. Previously generated methods and data files must be able to be viewed, modified, and analyzed using the proposed GC/MS system manager software.
- 5.18 The manager software will function properly in stand alone mode as well as when networked within the state system and able to transfer data via internet and intranet access for rapid upload and download of data during events, exercises, or public health emergencies to outside agencies such as EPA, CDC, and FDA. It must be compatible with the laboratory's LIMS as part of day to day reporting and functioning. This includes the ability to print, send, and receive data from internet and intranet secure and non-secure sites. The software will be programmable and have the capability to print out a batch schedule and to convert data to LIMS language.
- 5.19 The printer, software, hardware, any interface components, and computer provided by the company will all be compatible and function properly stand alone as well as when networked within the state system and internet environment. This unit must be capable of utilizing Windows XP (preferred) or better as an operating system and compatible with anti-virus software.

Section 6. Additional Hardware, Software, Interface, and other Components

- 6.1 Any additional components, such as LAN cards, interface units, cabling, piping, etc. that are needed to provide a "turn-key" startup of the system must be provided by the vendor. The analytical system will meet all analytical specifications for testing clinical and environmental samples as per the Centers for Disease Control and Prevention's Laboratory Response Network Chemical (LRN-C) and the Environmental Protection Agency's Emergency Response Laboratory Network (ERLN). The analytical system will be set-up on site to prepare, separate, detect and quantitate analytes analyzed by the lab as existing and projected LRN and ERLN methods.
- 6.2 The system will include a keyboard, mouse, and monitor, preferably flat screen due to laboratory space limitations.
- 6.3 The system will include a system interfaced printer. If possible, an energy star or duplexing printer

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is preferred but not required.

- 6.4 The system must include a sound card or speaker system to allow installed help files and maintenance videos to be utilized within the laboratory space on the system.
- 6.5 The system will have Windows XP (or approved equal) as an operating system installed prior to use. This unit requires a Windows-based system that is compatible with the state network and the interfaces for this unit. Windows versions earlier with than XP and later than XP are anticipated to cause problems.
- 6.6 Any additional software needed for reporting, data exchange, or interfacing must be included. If any existing licensing or other requirements exist, they must be detailed.
- 6.7 The system will include a validation kit to check optical alignment, accuracy, slope, linearity, and dynamic range. Indicate resolution and sensitivity for the proposed instrument.
- 6.8 The system will include a calibration kit to perform daily automatic calibration procedures permitting the standardization from day-to-day and instrument-to-instrument runs.
- 6.9 The system will include a start-up kit with a toolbox containing the needed maintenance tools, basic parts, and catalog.
- 6.10 All hardware must be modular so that repairs can be performed by modular replacement of major components (i.e., power supplies, pumps, computer boards) rather than by individual component trouble shooting and repair in order to minimize repair time.

Section 7. Warranty, Service Support, and Maintenance Agreement,

- 7.1 The warranty must include all services necessary to maintain the instrument from one year after installation of the system. This includes all travel, parts, labor, hardware, and software updates. Hardware updates not required to continue functioning of the system will be prorated based on the availability to market versus the application need.
- 7.2 This analytical laboratory is required to be available 24/7; any downtime severely affects state and national response capabilities.
- 7.3 Applications and service support must be provided in a timely manner with telephone call back within 3 working hours of initial contact. Telephone response time must be within 3 working hours of contact and on-site response must be no greater than 2 working days including delivery of necessary repair parts.
- 7.4 The vendor must provide telephone technical support for problem solving with availability within three (3) hours Monday – Friday 8:00 am – 6:00 pm EST.
- 7.5 If unsolvable by telephone, then the vendor must issue on-site Technical Service available to correct the problem(s).
- 7.6 On-site technical support and repair must be available within two working days of notification. A factory-trained engineer must provide Service.
- 7.7 The vendor on-site Technical Service response must be within two (2) working days, Monday – Friday 8:00 am – 6:00 pm EST.
- 7.8 Replacement components "on-loan" while system components are repaired are vital to keeping the laboratory operational.
- 7.9 The vendor will provide all upgrades made to equipment, hardware and reagents for period of the contract.

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- 7.10 After the first year of use of the unit, DPHL will be required to purchase annual maintenance agreement for all components of the system. List the estimated annual cost for this service, but do not include it within the overall system quote.

Section 8. Delivery And Installation

- 8.1 All shipping and installation costs must be included in the purchase price of the system.
- 8.2 Delivery of all necessary equipment must be guaranteed to occur no later than 90 days after submission of purchase order or earlier by specific arrangement. Installation must occur no later than 10 working days after notification of site readiness to the vendor.
- 8.3 Onsite installation, including system verification, is performed by the vendor.
- 8.4 It is the vendor who received award of the proposal's responsibility to coordinate installation amongst multiple vendors if needed for installation of the unit (i.e., a GC/MS vendor, software vendor, and SPU vendor working in conjunction).
- 8.5 It is the DPHL's responsibility to coordinate any facilities specific vendors (i.e., gas or HVAC vendors). The vendor will notify DPHL if any additional vendors are needed prior to installation.;
- 8.6 All extraneous cables, gauges, parts, accessories, including filters, gas fittings, interface lines, etc. to perform the specified testing, must be supplied such that the instrument is immediately operational upon installation (i.e., turn-key solution).
- 8.7 Installation must include the entire instrument set-up and a basic overview of any specialized (non-standard) operations associated with the system (i.e., new type of inlet and/or software function to import existing data and/or methods) sufficient to operate and maintain the instrument.
- 8.8 Installation will not be considered complete until the GC/MS is tuned and "ready to go" that is after standards are run with acceptable results, chromatogram are generated and reports are printed for an existing method.

Section 9. Training

- 9.1 Formal familiarization training is not required. Basic overview of any specialized (non-standard) operations associated with the system is considered part of the installation.
- 9.2 Prior to award, selected vendors may be required to demonstrate their instrumentation to the Public Health Laboratory. Demonstrations will be scheduled after the bid due date and shall be available during the week of May 23 - 27, 2011.

Section 10. Upgrades and Replacements

- 10.1 The offeror is expected to provide upgrades and/or replacements for the equipment as they become available. The offeror also will provide any associated training with any corresponding upgrade/replacement should DPHL determine training is needed.

Section 11. Final Acceptance by Public Health Laboratory

- 11.1 No payment for the materials will be processed until the Division of Public Health personnel is satisfied that the complete system is functioning according to these specifications and has the

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services
capability to process analyses to the expected performance.

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STATE OF DELAWARE
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Division of Management Services

BID REPLY SECTION

CONTRACT NO. HSS11024-ANALYZER

Gas Chromatograph-Mass Spectrometer

Please fill out the attached forms fully and completely and return with your bid response in a sealed envelope. Your bid response must include all applicable forms, a reply to all sections of the specifications, and any information requested in the bid. One (1) signed original and five (5) copies of your bid response must be submitted. Clearly display the **bid number** on the outside envelope and send to Department of Health and Social Services / Division of Management Services by **May 12, 2011 at 11:00 A.M. (EDT)** at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
PROCUREMENT BRANCH- MAIN BLDG., ROOM 262
HERMAN M. HOLLOWAY SR. HEALTH AND SOCIAL SERVICES CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. Only the bidder's names will be read at the bid opening. The disclosure of any additional information will be dependent on a fully executed contract.

NOTE: ONLY THE BIDDER'S NAME WILL BE READ AT THE BID OPENING

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services

CONTRACT NO.: HSS11024-ANALYZER

BID QUOTATION

TERMS - _____

CONTRACT TOTAL VALUE \$_____

(Delivery, installation, training and warranty must be included in total cost)

DELIVERY – F.O.B. Destination

COMPANY

Ship Stock _____ days ARO

Ship Non-Stock _____ days ARO

INSTALLATION

_____ Days to install

DATE _____

Insert Bid Quotation

STATE OF DELAWARE
Department of Health and Social Services
Division of Management Services

Herman M. Holloway Sr. Health and Social Services Campus
Procurement Branch – Main Bldg., Room 254
1901 N. DuPont Highway
New Castle, Delaware 19720

NO BID REPLY FORM

BID # HSS11024-ANALYZER

BID TITLE: Gas Chromatograph-Mass Spectrometer

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, 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 Bidder's List by so indicating below, or do not return this form or bona fide bid.

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

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid 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 Bids are requested.

_____ 7. Other: _____

FIRM NAME

SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

CONTRACT NO.: HSS11024-ANALYZER
TITLE: Gas Chromatograph-Mass Spectrometer
OPENING DATE: May 12, 2011

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder 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 bid submitted this date to Delaware Health and Social Services, Division of Management Services.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid 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, Delaware Health and Social Services, Division of Management Services.

COMPANY NAME: _____ Check one)

<input type="checkbox"/>	Corporation
<input type="checkbox"/>	Partnership
<input type="checkbox"/>	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 Business Enterprise (WBE)	Yes	No	Minority Business Enterprise (MBE)	Yes	No	Disadvantaged Business Enterprise (DBE)	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 FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20 _____

Notary Public _____ My commission expires _____

City of _____ County of _____ State of _____



**DELAWARE HEALTH AND SOCIAL SERVICES
INVITATION TO BID**

BIDDERS SIGNATURE FORM

BID #/NAME: HSS11024-ANALYZER / Gas Chromatograph-Mass Spectrometer

NAME OF BIDDER: _____

SIGNATURE OF AUTHORIZED PERSON: _____

TYPE IN NAME OF AUTHORIZED PERSON: _____

TITLE OF AUTHORIZED PERSON: _____

STREET NAME AND NUMBER: _____

CITY, STATE, & ZIP CODE: _____

CONTACT PERSON: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL: _____

DATE: _____

BIDDER'S FEDERAL EMPLOYERS IDENTIFICATION NUMBER: _____

THE FOLLOWING MUST BE COMPLETED BY THE VENDOR:

AS CONSIDERATION FOR THE AWARD AND EXECUTION BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES OF THIS CONTRACT, THE (COMPANY NAME) _____
HEREBY GRANTS, CONVEYS, SELLS, ASSIGNS, AND TRANSFERS TO THE STATE OF DELAWARE ALL OF ITS RIGHTS, TITLE AND INTEREST IN AND TO ALL KNOWN OR UNKNOWN CAUSES OF ACTION IT PRESENTLY HAS OR MAY NOW HEREAFTER ACQUIRE UNDER THE ANTITRUST LAWS OF THE UNITED STATES AND THE STATE OF DELAWARE, RELATING THE PARTICULAR GOODS OR SERVICES PURCHASED OR ACQUIRED BY THE DELAWARE HEALTH AND SOCIAL SERVICES DEPARTMENT, PURSUANT TO THIS CONTRACT.



VENDOR CERTIFICATION SHEET

As the official representative for the contractor, I certify on behalf of the company that we are and will agree to the following:

- A. We are an approved vendor in the service(s) and/or product(s) being procured.
- B. We agree to fulfill all specified requirements that are awarded to us at the prices we bid on for the duration of the bid. We will be responsible for reviewing our bid prices very carefully to make sure we are in compliance of same.
- C. We agree that we are accurately representing the type of business and affiliations as specified in the bid.
- D. We agree to fulfill all contracted items as specified in our bid and agree not to substitute an item(s) without the permission of Delaware Health and Social Services.
- E. We agree to secure a Delaware business license.

Date

Signature of Bidder (Representative)

Name of Company



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE SELF-CERTIFICATION TRACKING FORM

IF YOUR FIRM WISHES TO BE CONSIDERED FOR ONE OF THE CLASSIFICATIONS LISTED BELOW, THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH YOUR PROPOSAL.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAIL ADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

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, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

Please check one---Corporation _____

Partnership _____ Individual _____

For appropriate certification (WBE), (MBE), please apply to Office of Minority and Women Business Enterprise Phone # (302) 739-4206 L. Jay Burks, Executive Director Fax# (302) 739-1965 Certification # _____ Certifying Agency _____

<http://gss.omb.delaware.gov/omwbe/index.shtml>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20_____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For certification in one of above, the bidder must contract:

L. Jay Burks

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-5561