



SEDGWICK COUNTY, KANSAS

DIVISION OF FINANCE

Purchasing Department

* 604 N. Main, Suite F * Wichita, KS 67203 * Telephone (316) 660-7255 * Fax (316) 383-7055 *

REQUEST FOR BID RFB # 07-0131 GAS CHROMATOGRAPH//MASS SPECTROMETER

August 31, 2007

Sedgwick County, Kansas (hereinafter referred to as *County*) will accept bids for a Gas Chromatograph/Mass Spectrometer System for the Sedgwick County Forensic Science Center. This request for bid provides a description of submittal requirements, terms and conditions.

Should you elect to participate, submit one (1) original and one (1) copy of the entire document with any supplementary materials **NO LATER THAN 1:45 p.m. CDT, Tuesday, September 18, 2007**. Responses must be sealed and marked on the lower left-hand corner with the firm name and address, bid number, bid due date, and bid opening time. Late or incomplete responses will not be accepted and will not receive consideration for final award.

Responses to this Request for Bid will be opened and read aloud at a public meeting at 2:00 p.m. CDT, Tuesday, September 18, 2007. You or your representatives are welcome to attend.

Question and clarification should be addressed to Dallas Shaffer, Purchasing Agent at 316-660-7258 or email drshaffe@sedgwick.gov.

Dallas R. Shaffer, C.P.M.
Purchasing Agent

REQUEST FOR BID CONDITIONS

In submitting a response to this Request for Bid, vendors hereby understand the following:

1. Pricing offered in the bid document will be provided to other local governments and governments whom Sedgwick County regularly enters into cooperative agreements.
2. Sedgwick County reserves the right to reject any and/or all bids and responses to these and/or related documents, to accept any item(s) in the bids, to waive any irregularity in the bids, and further if determined to be non-responsive in any form, or if determined to be in the best interest of Sedgwick County.
3. Alternate bids (two or more bids submitted) will be considered for an award. Sedgwick County reserves the right to make the final determination of actual equivalency or suitability of such bids with respect to requirements outlined herein. The bids submitted, and any further information acquired through interviews, will become and is to be considered a part of the final completed contract. If there is any variance or conflict, the bid specifications will control.
4. Bidders MUST return, completed copies of the entire document to the Sedgwick County Purchasing Department, 604 North Main, Suite F, Wichita, KS 67203-3703, on or before the date and time specified. Bids must be sealed in an envelope and marked with the firm name and address, bid number, bid opening date, and bid opening time. The time clock stamp, located in the Sedgwick County Purchasing Department will determine the time of receipt.
5. Bids submitted may not be withdrawn for a period of 60 days immediately following the opening of this Request for Bid. Prices MUST be free of federal, state, and local taxes unless otherwise imposed by a governmental body, and applicable to the material on the bid.
6. Sedgwick County interprets the term "Lowest Responsible and Best Bidder" as requiring Sedgwick County to: (a) choose between the kinds of materials, goods, wares, or services subject to the bid, and (b) determine which bid is most suitable for its intended use or purpose. Sedgwick County can consider, among other factors, such things as the availability of service(s), part(s) material(s) and/or supply(s), maintenance and labor cost of items upon which bids are received.
7. All requested information must be supplied. If you cannot respond to any part of this request, state the reason you cannot respond. You may provide supplemental information to assist Sedgwick County in analyzing your bid.
8. If the supplier refuses or fails to make deliveries of the materials within the times specified on the face of the Request for Bid or purchase order, Sedgwick County may, by written notice, terminate the contract or purchase order.
9. The supplier will certify and warrant that goods, personal property, chattels, and equipment sold and delivered are free and clear of any and all liens, or claims of liens, for materials or services arising under, and by virtue of the provisions of K.S.A. Sections 58-201, et seq., and any other lien, right, or claim of any nature or kind whatsoever.
10. The successful bidder will hold and save Sedgwick County, and its officers, agents, servants/employees harmless from liability of any patented, or unpatented invention, process, article, or appliance manufactured, or used in the performance of the contract, including its use by Sedgwick County.
11. All items furnished, if applicable, must be the best of their respective kinds, and will be free from defects in material and workmanship. Items will be subject to County inspection and approval at

any time within 30 days after delivery. If a substitution is made, it will be the decision of a Sedgwick County representative to determine if it is of equal quality. Items furnished must be manufactured in compliance with all existing legal or governmental directives.

12. Unless specified otherwise, all items bid are to be as a minimum but not necessarily limited to: new, current model year, and untitled prior to shipping and/or installation.
13. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
14. The Bidder agrees to comply with K.S.A. 44-1030.
 - a. The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - b. In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
 - c. If the contractor fails to comply with the manner in which the contractor reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - d. If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and
 - e. The contractor shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
15. All project participants, consultants, engineers, contractors and subcontractors, must comply with all applicable Federal, State and County laws pertaining to contracts entered into by governmental agencies. All participants must comply with the Americans with Disabilities Accessibility Guidelines (ADAAG).
16. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the Americans with Disabilities Accessibility Guidelines (ADAAG). Any violation of the provisions of the ADA or 504, or specification deficiencies, should be reported to the county's ADA coordinator. Failure to notify the county's ADA coordinator for remedy may be considered a breach of contract and may be grounds for cancellation, termination for suspension, in whole or in any part of the contract. All construction plans will have the county's ADA coordinator approval prior to beginning any work.
17. Vendors providing services to the public on behalf of Sedgwick County will agree that all personnel in their employment that have direct contact with the public will attend ADA Awareness and Sensitivity training provided by Sedgwick County or the Independent Living Resource Center. Training should be coordinated through the county's ADA coordinator, (316) 660-7052 and evidence of training shall be provided to the county's ADA coordinator. Any violations of the provisions of ADA or section 504, will be deemed a breach of contract and be subject to termination of contract.
18. The vendor responding to this bid solicitation proposes to furnish all materials, labor, supplies, equipment and incidentals necessary to provide the equipment/materials/services described herein in accordance with the Notification of Solicitation (if applicable), Request for Information (if

applicable), Request for Bid, Addenda, Contract, Bonds, Insurance, Plans, Specifications, Mandatory Requirements and Conditions.

19. It will be understood that the bidder's sureties and insurers are subject to the approval of the County.
20. Upon award, the bidder agrees to execute and deliver to the County a contract in accordance with the contract documents (if applicable) within ten days of notice of the award to the bidder. The bidder agrees that the surety/deposit given concurrently herewith will become the property of the County in the event the bidder fails to execute and deliver such contract within the specified time. In the further event of such failure, the bidder will be liable for the County's actual damages that exceed the amount of the surety.
21. It will be understood that time is of the essence in the bidder's performance. The bidder agrees that the County's damages would be difficult or impossible to predict in the event of a default in the performance hereof; and it is therefore agreed that if the bidder defaults in the performance of the contract documents, the bidder will be liable for payment of the sums stipulated in the contract documents as liquidated damages, and not as a penalty.
22. The bidder hereby certifies that he or she has carefully examined all of the documents for the project, has carefully and thoroughly reviewed this Request for Bid, has inspected the location of the project (if applicable), and understands the nature and scope of the work to be done; and that this bid is based upon the terms, specifications, requirements, and conditions of the Request for Bid documents. The bidder further agrees that the performance time specified is a reasonable time, having carefully considered the nature and scope of the project as aforesaid.
23. It will be understood that any bid and any and/or all referencing information submitted in response to this Request for Bid will become the property of Sedgwick County, and will not be returned. As a governmental entity, Sedgwick County is subject to making records available for disclosure after Board of County Commission approval of the recommendation.
24. Sedgwick County will not be responsible for any expenses incurred by any vendor in the development of a response to this Request for Bid including any onsite (or otherwise) interviews and/or presentations, and/or supplemental information provided, submitted, or given to Sedgwick County and/or its representatives. Further, Sedgwick County will reserve the right to cancel the work described herein prior to issuance and acceptance of any contractual agreement/purchase order by the recommended vendor even if the Board of County Commissioners has formally accepted a recommendation.
25. By submission of a response, the bidder agrees that at the time of submittal, he or she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of bidder's services, or (2) benefit from an award resulting in a "Conflict of Interest". A "Conflict of Interest" will include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the Sedgwick County Board of County Commissioners. Bidders will identify any interests, and the individuals involved, on separate paper with the response and will understand that the County, at the discretion of the Purchasing Director in consultation with the County Counselor, may reject their bid/quotation. The bidder certifies that this bid is submitted without collusion, fraud or misrepresentation as to other bidders, so that all bids for the project will result from free, open and competitive bidding among all vendors.
26. Sedgwick County will issue a purchase order/contract for the acquisition of products/services specified as a result of an award made in reference to this document. Contract documents will be

subject to any regulations governed by the laws of the State of Kansas and any local resolutions specifically applicable to the purchase.

27. Any dispute arising out of the contract documents or their interpretation will be litigated only within the courts of the State of Kansas. No prepayment of any kind will be made prior to shipment. Payment will be made upon verification of delivery, compliance with specifications, assurance that the product/service performs as specified and warranted, and receipt of correct invoicing.
28. Sedgwick County will accept responses transmitted via a facsimile unless stated to the contrary within this document. Bids must be received prior to the time and dates listed to be considered responsive. Sedgwick County will not accept late responses and will return them to the sender. Further, Sedgwick County will NOT: (1) guarantee security of the document received; (2) be held responsible for Bids which are NOT legible (and may choose to reject such responses); and, (3) guarantee that the receiving facsimile machine will accept transmission or that phone lines are functioning and available for transmission. Submitting a bid response via facsimile does NOT relieve the bidder of: (1) responsibilities stated in the document (such as attendance at a mandatory pre-bid conference); (2) providing non-paper informational items which must be returned with the response (diskettes, large drawings, photographs, models, etc.); and, (3) providing original copies of bid sureties (bonds, certificates of insurance, etc.).

PRICING INFORMATION

Vendor must send specifications and list product numbers on all Gas Chromatograph/Mass Spectrometer Systems your company is bidding. Product numbers listed in this document are Agilent Technologies brand part numbers and alternate brands must meet or exceed stated Agilent Technologies equipment.

The pricing must include installation, user manuals, on site training, FOB destination and inside delivery. In submitting this bid, vendor acknowledges all requirements, terms, conditions, and sections of this document. Any exceptions should be clearly delineated and detailed.

Item #	Quantity	Unit of Measure	Description	Price
1	1	Each	G3245A, #5975C inert XL EI/CI MSD/DS Turbo CI Bundle for with 7890A, 6890 & 6850 GC. Includes G3174A MSD w/Inert EI and CI ion source, ChemStation (Win XP), G1701EA SW, PC, Laser Jet Printer, G3397A ion gauge controller, installation, familiarization, 1 year SW Upgrade/phone Assist and 1 year PC Repair Recovery Service	\$
2	1	Each	G1033A, NIST 05 MS Library Bundle includes: 191K spectra, 163K structures (Agilent NIST formats), 121K Kovats, Kovats RI, and NIST MS Search Deconvolution Programs. Requires Windows 2000/XP, and G1701DA SW.	\$
3	1	Each	44K MS Library installation	\$
4	1	Each	G3440A, #7890A Series GC Includes LAN interface, 7683 interface, 20 ramp oven programming, 6 heated zones, 2 analog out, keyboard & display Pressure setpoints to 0.001psi (0-99psi)	\$
5	1	Each	Capillary S/SI inlet with EPC configuration	\$
6	1	Each	Mass Spectrometer Detector Interface configuration	\$
7	1	Each	FID w/EPC, for capillary column only configuration	\$
8	1	Each	Auxillary EPC (QuickSwap Ready) configuration	\$
9	1	Each	Microfluids Dean Switch	\$
10	1	Each	44K LAN Interface Installation	\$
11	1	Each	44L LAN Familiarization at Installation	\$
12	1	Each	H2149A, Chemical Analysis Application Consulting Provides on-site assistance	\$
13	1	Each	Three Day On-Site training Chemical Analysis Application	\$
14	1	Each	G2913A, #7683B Autoinjector Module, includes one transfer turret, one 8 sample turret, 6890 injector mounting post, and small "parking" post for GC	\$

15	1	Each	44K Autoinjector Installation	\$
16	1	Each	44L Autoinjector Familiarization at Installation	\$
17	1	Each	G2614A, #7683 Autosampler tray module, includes a pack of 100 2-ml screw-cap vials. Provides cable connection for the G1926A bar code reader.	\$
18	1	Each	44K Autosampler Installation	\$
19	1	Each	44L Autosampler Familiarization at Installation	\$
20	1	Each	122-5512 DB-5MS 15m, 0.25mm, 0.25um	\$
21	1	Each	122-4712 DB-17MS 15m, 0.25mm, 0.25um	\$
22	1	Each	Joint Analytical Systems Equipment, includes JAS 65600 – Cyrotrap for installation into GC Agilent 6890. The Cryotrap needs an Inlet EPC slot, to control the temperature and the valve. (This item is not a Agilent Product)	\$
			Grand Total	\$

Warranty Period: _____
Delivery Date: _____

The equipment must be delivered FOB destination, inside delivery to:

Sedgwick County Forensic Science Center
1109 N. Minneapolis Street
Wichita, KS 67214-3129

Contact Kimberly Ingram at phone 316-660-4800 to schedule delivery and installation.

OPTION

Sedgwick County will look at optional bid if it is a demonstration unit/model meeting all of the above requirements, specifications, and warranty as a new model. Please indicate at the top of the pricing page that this is an option and indicate the make and model number. Sedgwick County reserves the right to make the final determination with respect to requirements, specifications, and warranty outlined herein. If there is any variance or conflict, the bid specifications will control.

BID RESPONSE FORM
07-0131
GAS CHROMATOGRAPH//MASS SPECTROMETER

The undersigned, on behalf of the bidder, certifies that: (1) this offer is made without previous understanding, agreement or connection with any person, firm, or corporation submitting a bid on the same project; (2) is in all respects fair and without collusion or fraud; (3) the person whose signature appears below is legally empowered to bind the firm in whose name the proposal is entered; (4) the person has read the complete Request for Bid and understands all provisions; (5) if accepted by the County, this bid is guaranteed as written and amended and will be implemented as stated and upon signing of a contract; and (6) mistakes in writing of the submitted bid will be the responsibility of the bidder.

FIRM NAME _____

CONTACT _____

SIGNATURE _____ TITLE _____

PRINT NAME _____

ADDRESS _____ CITY/STATE _____ ZIP _____

PHONE _____ FAX _____ HOURS _____

TAX PAYER I.D. NUMBER _____

COMPANY WEB SITE ADDRESS _____ E-MAIL _____

NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____

TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____

Sole Proprietorship _____ Partnership _____ Minority Business _____ Woman-Owned Business _____ Small Business _____

GENERAL NATURE OF BUSINESS _____

Manufacturer _____ Distributor _____ Retail _____ Dealer _____ Service _____

ACKNOWLEDGE RECEIPT OF ADDENDA: All addendum(s) are posted to our RFQ/RFP web page and it is the vendor's responsibility to check and confirm all addendum(s) related to this document by going to www.sedgwickcounty.org/purchasing.

NO. _____, DATED _____; NO. _____, DATED _____; NO. _____, DATED _____

Yes, I would like to be on the emergency vendor list.

No, I would not like to be on the emergency vendor list.

After Hours Phone #: _____ **Emergency Contact Name:** _____

After Hours Fax #: _____

Does your company accept credit payments? Yes No

Signature _____ Title _____

Date _____