



SEDGWICK COUNTY, KANSAS
DIVISION OF FINANCE
PURCHASING DEPARTMENT
525 N. Main, 8th floor, Suite 823 ~ Wichita, KS 67203
Phone: 316 660-7255 Fax: 316 383-7055

www.sedgwickcounty.org/finance/purchasing.asp

REQUEST FOR BID
RFB # 13-0099
FIREARMS and TOOLMARKS COMPARISON MICROSCOPE

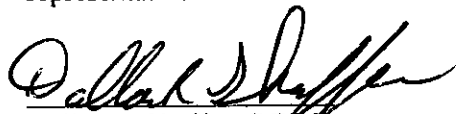
October 16, 2013

Sedgwick County, Kansas (hereinafter referred to as County) will accept bids for a Firearms and Toolmarks Comparison Microscope for the Sedgwick County Regional Forensic Science Center. This request for bid provides specifications, a general description of the details of submittal requirements, and terms and conditions of the Request for Bid.

Carefully review this Request for Bid. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate, **complete one (1) original and one (1) signed copy of the entire document and return to Sedgwick County Purchasing Department, 525 N. Main, Suite 823, Wichita, KS 67203, NO LATER THAN, 1:45 p.m. CST, Tuesday, November 5, 2013.** Bids must be sealed in an envelope and marked with firm name and address, bid number and bid open date. The County will not accept bids with insufficient postage or collect on delivery. Late or incomplete bids will not be accepted and will not receive consideration for final award. The time stamp clock in the Purchasing Department will determine the time of receipt.

All questions regarding this document should be submitted in writing to Dallas Shaffer, Senior Purchasing Agent, at drshaffe@sedgwick.gov. Any questions of substantive nature will be answered in written form as an addendum and posted on the purchasing website at www.sedgwickcounty.org/finance/purchasing.asp, current RFP's/RFQ's; under the RFQ number. **Vendors are responsible for checking the web site and acknowledging any addendums on their response form.**

Responses to this Request for Bid will be opened and read aloud at a public meeting held at 2:00 p.m. on November 5, 2013 in the Finance Conference Room at 525 N. Main, Suite 823, Wichita, KS. You or your representatives are welcome to attend.


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

1. TENTATIVE TIME LINE

The following dates are provided for information purposes and are subject to change without notice. Contact Dallas Shaffer, Purchasing Department at (316) 660-7258 to confirm any/all dates.

Distribution of Request for Bid	Oct. 16, 2013
Sealed bids due before 1:45 p.m. CST	Nov. 5, 2013
Review bids	Nov. 5, 2013 to Nov. 6, 2013
Board of Bids and Contracts	Nov. 7, 2013
Board of County Commission	Nov. 13, 2013

2. 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, 525 North Main, 8th Floor, Suite 823, Wichita, KS 67203, 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), warranty, maintenance, freight costs, performance of product and labor cost of items upon which bids are received.
7. All requested information must be supplied. If bidders cannot respond to any part of this request, bidders should state the reason they cannot respond and note an exception. Bidders may provide supplemental information to assist Sedgwick County in analyzing its bid.
8. If the bidder 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 bidder 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. Vendors working on county property or on behalf of County will be required to carry minimum insurance listed in bid document.
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. Sedgwick County is desirous of allowing as many Kansas vendors as possible the opportunity to participate including minority men and women-owned businesses, and small businesses in the roles of providing goods and services to Sedgwick County. If your company does not fall into any of these categories, your efforts to contract with vendors who do fall into these categories are appreciated. Construction projects utilizing subcontractors requires a subcontracting worksheet. Contact purchasing department for details.
14. Contracts entered into on the basis of submitted bids are revocable if contrary to law.
15. County reserves the right to enter into agreements subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935). Agreements shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of agreements the County reserves the right to unilaterally

sever, modify, or terminate agreements at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such law.

16. 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.
17. 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 Act (ADA), including the 2008 ADA Amendments Act, and 2010 ADA Standards for Accessible Design.
18. Contractors/subcontractors performing new construction, maintenance, alterations, or additions to Sedgwick County buildings or facilities must comply with building guidelines/codes, and the 2010 ADA Standards for Accessible Design. 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.
19. Contractors/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.
20. The successful bidder may have access to private or confidential data maintained by the County to the extent necessary to carry out its responsibilities of the contract. Contractor shall be responsible for compliance with the privacy provision of the Health Insurance Portability and Accountability Act (HIPAA) and shall comply with all other HIPAA provisions and regulations applicable. If the successful bidder is a business associate as that term is defined under HIPAA, the contract shall include the County's standard business associate addendum. A copy of that standard addendum is available on request.
21. The bidder 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, any Instructions, Mandatory Requirements and Conditions.
22. Unless specified elsewhere in the document, all prices quoted must be F.O.B. Destination, Freight Prepaid and Allowed, which will include all delivery, handling, and any other charges related to delivery including surcharges.
23. It will be understood that the bidder's sureties and insurers, as applicable, are subject to the approval of the County.
24. Prior to a vendor being awarded a contract, Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.
25. Sedgwick County will not award to any vendor that is currently listed in the exclusion records of the SAM (System for Award Management) website maintained by the General Services Administration (GSA) or to any vendor presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency.
26. 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.
27. 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.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. 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.).

3. MINIMUM SPECIFICATIONS AND PRICING

Sedgwick County reserves the right to select the bid that most closely matches the specifications. The specifications listed are from a Leeds microscope. Firms must meet or exceed these requirements to be considered for award. **Vendor must send specifications and list product numbers on all equipment your company is bidding on. All pricing must include freight, handling, fuel charges, installation and education.**

#	Description	Qty	Part Number	Unit Cost	Extended Cost
1	Comparison Bridge with high quality optics that provide a superior color balanced system. Minimum 22mm field of view, with the ability to view images as 100% right, 100% left, split or superimposed. An ISO 17025 Accredited/NIST traceable Certificate of Magnification Matching must be included.	1			\$
2	Macrozoom optical body with 16:1 zoom ratio. Magnification range of 6x-102x with 1x objective and 10x eyepieces. Built-in aperture diaphragm, fourteen magnification click stops, zoom control on both sides of body. Outside zoom knob with magnification indicator on knob for specified objective and 10x eyepieces. Will accept a dual nosepiece for multiple objectives.	2		\$	\$
3	Tilting Binocular Observation Tube with continuously variable eyepiece inclination from 5 degrees to 35 degrees, FN22 capable; Siedentopf-type dust-free design. Accept 30mm diameter WH series eyepieces. High transmission coated prisms; antifungal treatment. Graduated interpupillary	1			\$

	distance adjustment 50mm-76mm; right eyepiece tube with +/- 5 diopter control.				
4	Widefield 10x eyepiece for BX/IX with reticle shelf. FN22, high eyepoint.	1			\$
5	Widefield focusing 10x eyepiece for UIS optics, high eyepoint, field number 22, 30mm diameter; with shelf for 24mm diameter reticle +/- 5 Diopter Adjustment Vernier printed on eyepiece.	1			\$
6	Widefield 10x Crosshair Eyepiece, high eyepoint, FN22; 30mm diameter, focusable top lens with crosshair reticle and alignment pin +/- 5 Diopter Adjustment Vernier printed on eyepiece.	1			\$
7	Third Eyepiece Holder that attaches to column.	1			\$
8	Side port adapter for camera attachment. Two position light path selector: 100% observation/0% camera, or 20% observation/80% camera. Includes FN22 tube lens and dovetail port to accept U-SPT phototube or U-TV series CCD camera adapters. Mountable with port to the right, rear or left of the user with binocular observation tube. Mountable to the rear with trinocular observation tube.	1			\$
9	1x Plan APO Objective. WD 60mm, NA 0.15, Super Depth of Focus. This objective is parfocal with the .5x, 1.6x and 2x objectives carrying the "PF" designation. Total magnification with WHN10 H 6x to 102x.	2		\$	\$
10	Horizontal coaxial control X-Y stage, 180mm x 135mm platform with 50mm X-axis and 77mm Y-axis movement. Uniform ball-bearing motion.	2		\$	\$
11	Universal Manipulating Bullet/Shell Holder; with 90 degree vertical to horizontal positioning range. 360 degree rotating chuck with as small as .030" wire to as large as a 10 gauge shotgun shell. Holder that allows a shell to be gripped by its inside or outside diameter. With mini platter for sticky wax mounting.	2		\$	\$
12	Focus mount positioned; 4" X-axis range to change the side to side position of the universal bullet holder.	2		\$	\$
13	Stage Mount w/coarse & fine focus.	2		\$	\$
14	Pin Mount Holder Tray.	1			\$
15	LCD Measuring Scale, inch/metric, .0005"/0.1mm resolution with bracket kit. Must include ISO 17025 Accredited/NIST traceable Certification of Scale Accuracy.	1			\$
16	Set of pin mount pairs, .094", .125", .190", .250".	1			\$
17	36" Ergonomic shaped table top with object roll-off protection edge. Station to include optical mounts bridge on motorized column and accessory support column, universal power supply with control pendant and column connections for fluorescent and LED illumination. Station to sit on adjustable height legs with quiet motorized lead screw drive.	1			\$
18	Fiber optic light source with 21V, 150W EKE halogen reflector lamp. Include built in IR interference filter for cool illumination, solid state dimmer control for zero to full intensity, iris diaphragm for intensity control without affecting color temperature, built in thermal shut down, quiet rear exhaust. CSA approved to UL spec., CE compliant.	1			\$
19	Dual 18" gooseneck light guide with 30" flexible fiber bundle. Mounts directly onto microscope body so that illuminator unit can be located at some distance from the microscope stand.	1			\$
20	Quad lamp design florescent lights, pair.	1			\$
21	Spare Type EKE 21V, 150W halogen reflector bulb for fiber optic illuminator.	2		\$	\$
22	Focusing Spot Lens.	2		\$	\$
23	Diffused Spot Lens.	2		\$	\$
24	16" Shelf and swivel arm.	1			\$
25	12" Shelf swivel arm.	1			\$
26	1.2x C-Mount.	1			\$
27	Insight 4 MP color mosaic firewire c mount camera or equivalent. Features; 40MHz live mode (dual channel 20MHz); 2048x2048 (4.0 mega sample) image capture; Programmable gain (1-20x); Large 7.4um x 7.4um	1			

	with 14 bit x 20 MHz capture; 15.2mm x 15.2mm imaging area. FireWire Interface. Spot Software. Include 6 pin to 6 pin cable.				\$
28	Dell Precision T3600, 425W; Operating System Windows 7 Professional, SP1, No Media, 64-bit, English; Processor Four Core XEON (E5-1603, 2.8GHz, 10M); Memory 2GB, DDR3 UDIMM Memory, 1600MHz, Non-ECC (1DIMM); Keyboard Dell USB Entry Business Keyboard, English; Graphics 1.0GB NVIDIA Quadro 600, Dual MON, 1DP & 1 DVI; Boot Hard Drive 250GB, 7200 RPM 3.5" SATA 6Gb/s Hard Drive, Hard Drive Configuration C1 SATA 3.5 Inch, 1-2 Hard Drives; Mouse Dell MS111 USB Optical Mouse; PERC Controller PERC H310 for Dell Precision, SATA/SAS 6Gb/s, RAID 0/1/5/10 (4 ports); DVD and Read-Write Devices 8x DVD-ROM SATA; Speakers No Speaker option; Power Supplies 425 W Power Supply, 90 Percent Efficiency; Documentation English and French; Intel Chipset Controller Integrated Intel chipset controller: Energy Efficiency Option No Energy Star; Systems Management No Out-of-Band Systems Management; Resource DVD No Resource DVD; Hard Drive RAID No RAID; Hardware Support Services 3 year Basic Hardware Service with 3 year NBD Limited Onsite Service After Remote Diagnosis; Installation Standard No Onsite System Setup; Quick Reference Guide Quick Reference Guide, English; Shipping Packaging Options Shipping Material for System; Controller Card 1394A FireWire Controller Card; Multi Select Monitors Dell UltraSharp 2007FP 20in HAS Monitor, VGA/DVI.	1			\$
29	Firearms Microscope Systems Cover.	1			\$
30	ISO/IEC 17025 accredited calibration, providing Certificates of Calibration for magnification matching and all measurement functions.	1			\$
	Overall Total				\$

Shall provide documentation showing product's calibration and certification meets ASCLD/ISO requirements and is traceable to NIST standards. Provide: yes _____ No _____

How soon can you deliver? _____

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The undersigned, on behalf of the Proposer, 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) they have read the complete Request for Proposal and understand all provisions; (5) if accepted by the County, this proposal is guaranteed as written and amended and will be implemented as stated; and (6) mistakes in writing of the submitted proposal will be their responsibility.

NAME _____
 DBA/SAME _____
 CONTACT _____
 ADDRESS _____ CITY/STATE _____ ZIP _____
 PHONE _____ FAX _____ HOURS _____
 TAXPAYER I.D. NUMBER _____ STATE INCORPORATED _____
 COMPANY WEBSITE ADDRESS _____ E-MAIL _____
 NUMBER OF LOCATIONS _____ NUMBER OF PERSONS EMPLOYED _____
 TYPE OF ORGANIZATION: Public Corporation _____ Private Corporation _____ Sole Proprietorship _____
 Partnership _____ Small Business _____ Manufacturer _____ Distributor _____ Retail _____ Dealer _____
 General Nature of Business _____ FEIN/SS # _____ W-9 included _____
 Not a Minority-Owned Business _____ Minority-Owned Business: _____ Certification # _____
 African American _____ Asian _____ Hispanic _____ Native American _____ Other _____ Woman-Owned Business _____

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 #: _____

In submitting a response to this document, vendor acknowledges acceptance of all sections of the entire document and has clearly delineated and detailed any exceptions.

Signature _____ Title _____
 Print Name _____ Dated _____