

DIVISION OF FINANCE - PURCHASING DEPARTMENT

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PURCHASING@SEDGWICK.GOV • SEDGWICKCOUNTY.ORG

REQUEST FOR PROPOSAL RFP #25-0022 OTOF MASS SPECTROMETER

March 14, 2025

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a liquid chromatography system with a quadrupole time-of-flight mass spectrometer (LC-QTOF or QTOF). If your firm is interested in submitting a response, please do so in accordance with the instructions contained within the attached Request for Proposal. Responses are due no later than 1:45 pm CDT, Tuesday April 1, 2025.

All contact concerning this solicitation shall be made through the Purchasing Department. Proposers shall not contact county employees, department heads, using agencies, evaluation committee members or elected officials with questions or any other concerns about the solicitation. Questions, clarifications and concerns shall be submitted to the Purchasing Department in writing. Failure to comply with these guidelines may disqualify the Proposer's response.

Sincerely,

Britt Rosencutter Purchasing Agent

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I. About this Document

This document is a Request for Proposal. It differs from a Request for Bid or Quotation in that the county is seeking a solution, as described on the cover page and in the following Background Information section, not a bid or quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. As defined in Charter Resolution No. 68, Competitive Sealed Proposals will be evaluated based upon criteria formulated around the most important features of the product(s) and/or service(s), of which quality, testing, references, service, availability or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the county. Criteria that will be used and considered in evaluation for award are set forth in this document. The county will thoroughly review all proposals received. The county will also utilize its best judgment when determining whether to schedule a pre-proposal conference, before proposals are accepted, or meetings with vendors, after receipt of all proposals. A Purchase Order/Contract will be awarded to a qualified vendor submitting the best proposal. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service(s) and/or product(s) which best meets its required needs, quality levels and budget constraints.

The nature of this work is for a public entity and will require the expenditure of public funds and/or use of public facilities, therefore the successful proposer will understand that portions (potentially all) of their proposal may become public record at any time after receipt of proposals. Proposal responses, purchase orders and final contracts are subject to public disclosure after award. All confidential or proprietary information should be clearly denoted in proposal responses and responders should understand this information will be considered prior to release, however no guarantee is made that information will be withheld from public view.

II. Background

Sedgwick County, located in south-central Kansas, is one of the most populous of Kansas' 105 counties with a population estimated at more than 514,000 persons. It is the 16th largest in area, with 1,008 square miles, and reportedly has the second highest per capita wealth among Kansas' counties. Organizationally, the county is a Commission/Manager entity, employs nearly 2,500 persons, and hosts or provides a full range of municipal services, e.g. – public safety, public works, criminal justice, recreation, entertainment, cultural, human/social, and education.

The Regional Forensic Science Center (RFSC), a division within the Sedgwick County Department of Public Safety, houses the Office of the District Coroner and Forensic Science Laboratories. The Office of the District Coroner provides pathology services which include forensic autopsies and medicolegal death investigations. As mandated by law, the District Coroner has the responsibility for investigating deaths within Sedgwick County that occurred violently, under unlawful means, when in apparent health, in a suspicious or unusual manner, in police custody, or when the determination of the cause of death is held to be in the public interest. The primary goal of investigation and the post-mortem examination is to determine cause and manner of death in order to generate a death certificate. The RFSC provides autopsy and associated post-mortem toxicology services to surrounding counties on a fee-for-service basis. Medical Investigations operate 24 hours a day, seven (7) days a week and serve as the District Coroner's front line for all aspects of the death investigation. RFSC fields over 4000 reports of death and attends approximately over 600 death scenes each year. Including cases submitted to RFSC for post-mortem examination by counties throughout the south-central region of Kansas, over 1000 autopsies, partial autopsies, external examinations, and records are conducted annually. The Pathology Division has been accredited by the National Association of Medical Examiners (NAME) since 2001.

The RFSC has received multiple grant awards for the purpose of conducting comprehensive post-mortem toxicology and other expanded panel testing necessary for the proper certification of cause/manner of death. The RFSC is equipped with an ANAB-accredited Toxicology Laboratory capable of the testing but is seeking to expand upon the existing liquid chromatography tandem mass spectrometry (LC-MS/MS) currently in use for the confirmation and quantitation of drugs and drug metabolites in ante-mortem and post-mortem toxicology casework. As such, a liquid chromatography system with a quadrupole time-of-flight mass spectrometer (LC-QTOF or QTOF) is needed to augment current capabilities. The QTOF will enhance the sensitivity of screening procedures, require smaller evidentiary samplings, detect more potent drugs, and allow for untargeted screening. With the rise of novel drugs, especially benzodiazepines and fentanyl analogs, an untargeted screening method is important to detect impairing substances outside of our current scope. The desired installation location is currently equipped with standard 35-inch laboratory grade countertops positioned against a back wall where electrical supply is located.

III. Project Objectives

Sedgwick County, Kansas (hereinafter referred to as "county") is seeking a firm or firms to provide a QTOF. The following objectives have been identified for this contract:

- 1. Acquire QTOF Instrumentation and Services meeting the parameters, conditions and mandatory requirements presented in the document.
- 2. Establish contract pricing with the vendor that has the best proven "track-record" in performance, service and customer satisfaction.
- 3. Acquire QTOF Instrumentation and Services with the most advantageous overall cost to the county.

IV. Submittals

Carefully review this Request for Proposal. It provides specific technical information necessary to aid participating firms in formulating a thorough response. Should you elect to participate with an electronic response, the RFP number must be entered in the subject line and email the entire document with supplementary materials to:

Purchasing@sedgwick.gov

Should you elect to participate with a physical response, the response must be sealed and marked on the lower left-hand corner with the firm name and address, proposal number, and proposal due date. Submit one (1) original **AND** one (1) electronic copy (.PDF/Word supplied on a flash drive) of the entire document with any supplementary materials to:

Britt Rosencutter

Sedgwick County Purchasing Department 100 N. Broadway, Suite 610 Wichita, KS 67202

SUBMITTALS are due **NO LATER THAN 1:45 pm CDT, TUESDAY, April 1, 2025.** If there is any difficulty submitting a response electronically, please contact the Purchasing Technicians at purchasing@sedgwick.gov for assistance. Late or incomplete responses will not be accepted and will not receive consideration for final award. If you choose to send a hard copy of your proposal, Sedgwick County will not accept submissions that arrive late due to the fault of the U.S. Postal Service, United Parcel Service, DHL, FedEx, or any other delivery/courier service.

Proposal responses will be acknowledged and read into record at Bid Opening, which will occur at 2:15 pm CDT on the due date. No information other than the respondent's name will be disclosed at Bid Opening. We will continue to have Bid Openings for the items listed currently. If you would like to listen in as these proposals are read into the record, please dial our Meet Me line @ (316) 660-7271 at 2:15 pm.

V. Scope of Work

Items listed in this section are requirements to completion of services under this contract. Contractor shall furnish labor, parts, material, and equipment necessary to perform the following:

Purchasing and Installation Timelines:

- 1. All purchasing and maintenance agreements shall be fully executed prior to June 30, 2025.
- 2. All pricing shall extend through June 30, 2026, with anticipated installation window of March 2026. Installation must be included.
- 3. Instrument shall include one (1) year manufacturer's warranty, with a preventative maintenance visit at the conclusion of year one (1).
- 4. Price quotes shall include two (2) additional years of support (three [3] years coverage total) and must provide full maintenance/support, with a preventative maintenance visit at the conclusion of each (three [3] visits total). Maintenance renewal payments will be made in 2027 and 2028.
- 5. Maintenance/support shall be direct from the manufacturer and include unlimited travel, parts, and labor, with < two (2) business day turn-around for support calls and onsite response three (3)-five (5) business days for required repairs.
- 6. Proposal shall clearly state if the nitrogen generator is included in the maintenance/support.

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System Specifications:

- 1. Proposal shall include pricing for a new QTOF system, coupled to a new ultra-high performance liquid chromatography (UHPLC).
- 2. The system shall include a computer/peripherals with current software licensing for data acquisition and analysis and high resolution MS/MS libraries. Libraries shall include databases suitable for forensic toxicology screening, and software shall have the ability to include user-generated libraries.
- 3. The system shall include and separately itemize the manufacturer and cost of a compatible nitrogen generator.
- 4. The instrument shall provide highly selective, efficient, and sensitive fragment ion information suitable for detection, identification, and quantification of drugs and drug metabolites in biological samples, with long term reliability in both positive and negative ionization modes.
- 5. The preferred system will be able to be cleaned efficiently and user-serviceable for minor maintenance with minimal down time.
- 6. The system shall be high resolution (>40,000 FWHM), with mass accuracy <1 ppm for MS and <2 ppm for MS/MS).
- 7. Proposal shall separately itemize the cost of annual support/maintenance provided during year two (2) and three (3), and indicate any discount applied to arrive at the proposed annual maintenance cost provided.
- 8. Proposal shall include and separately itemize the cost of a compatible laboratory power protection system (uninterruptable power supply (UPS).
- 9. Proposal shall include perpetual license to software and library updates.
- 10. Proposal shall separately itemize the cost of software licenses in addition to that associated with the system computer.
- 11. Proposal shall include and separately itemize cost of freight.
- 12. Proposal shall include remote and in-person training options; preference will be given to direct on-site training at no additional cost.
- 13. Proposal shall include the number of service engineers available and qualified to perform maintenance/repair on the system when located in Wichita, Kansas.
- 14. Proposal shall include an estimated number of forensic toxicology laboratories using the system, or similar systems. This may be used to gauge level of peer support.
- 15. Proposal must include installation requirements (space, exhaust, electrical, etc.).
- 16. Proposal determined to meet the minimum specifications will be invited to provide a one (1)-hour interactive presentation and demonstration.

VI. Sedgwick County's Responsibilities

- Provide information, as legally allowed, in possession of the county, which relates to the county's requirements or which is relevant to this project.
- Designate a person to act as the County Contract Manager with respect to the work to be performed under this contract.
- County reserves the right to make inspections at various points of the project. Contractor agrees to openly participate in said inspections and provide information to the county on the progress, expected completion date and any unforeseen or unexpected complications in the project.

VII. Proposal Terms

A. Questions and Contact Information

Any questions regarding this document must be submitted via email to Britt Rosencutter at britt.rosencutter@sedgwick.gov by 5:00 pm CDT, March 19, 2025. Any questions of a substantive nature will be answered in written form as an addendum and posted on the purchasing website at https://www.sedgwickcounty.org/finance/purchasing/requests-for-bid-and-proposal/ under the Documents column associated with this RFP number by 5:00 pm CDT, March 24, 2025. Firms are responsible for checking the website and 4acknowledging any addenda on their proposal response form.

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B. <u>Minimum Firm</u> Qualifications

This section lists the criteria to be considered in evaluating the ability of firms interested in providing the service(s) and/or product(s) specified in this Request for Proposal. Firms must meet or exceed these qualifications to be considered for award. Any exceptions to the requirements listed should be clearly detailed in proposer's response. Proposers shall:

- 1. Have a minimum of 10 years' experience in providing services similar to those specified in this RFP.
- 2. Have an understanding of industry standards and best practices.
- 3. Have experience in managing projects of comparable size and complexity to that being proposed.
- 4. Have knowledge of and comply with all currently applicable, and as they become enacted during the contract term, federal, state and local laws, statutes, ordinances, rules and regulations. All laws of the State of Kansas, whether substantive or procedural, shall apply to the contract, and all statutory, charter, and ordinance provisions that are applicable to public contracts in the county shall be followed with respect to the contract.
- 5. Municipal and county government experience is desired, however, the county will make the final determination based on responses received and the evaluation process.
- 6. Have the capacity to acquire all bonds, escrows or insurances as outlined in the terms of this RFP.
- 7. Provide project supervision (as required) and quality control procedures.
- 8. Have appropriate material, equipment and labor to perform specified services.
- 9. Park only in designated areas and display parking permit (if provided).
- 10. Wear company uniform or ID badge for identification purposes.

C. Evaluation Criteria

The selection process will be based on the responses to this RFP. County staff will judge each response as determined by the scoring criteria below. Purchasing staff are not a part of the evaluation committee.

Component	Points
A. System performance, specifications, capability, specification preferences	40
B. Impact to existing infrastructure	10
C. Company support (historical and/or references) and projected ongoing expense	20
D. Training proposal and available peer support	10
E. Cost*	20
Total Points	100

^{*}Assume the following cost proposals (examples only)

- A. \$50,000.00
- B. \$38,000.00
- C. \$49,000.00

Company B with a total price of \$38,000.00 is the low offer. Take the low offer and divide each of the other offers into the low offer to calculate a percentage. This percentage is then multiplied by the number of points available for the cost. In this case, 10 points are allocated to cost.

A.	\$38,000.00 divided by \$50,000.00 = .76	.76*10	7.6 points
В.	\$38,000.00 divided by \$38,000.00 = 1.00	1.00*10	10 points
C.	\$38,000.00 divided by \$49,000.00= .77	.77*10	7.7 points

Any final negotiations for services, terms and conditions will be based, in part, on the firm's method of providing the service and the fee schedule achieved through discussions and agreement with the county's review committee. The county is under no obligation to accept the lowest priced proposal and reserves the right to further negotiate services and costs that are proposed. The county also reserves the sole right to recommend for award the proposal and plan that it deems to be in its best interest.

The county reserves the right to reject all proposals. All proposals, including supporting documentation shall become the property of Sedgwick County. All costs incurred in the preparation of this proposal shall be the responsibility of the firm making the proposals. Sedgwick County reserves the right to select, and subsequently recommend for award, the proposed service which best meets its required needs, quality levels and budget constraints.

D. Request for Proposal Timeline

The following dates are provided for information purposes and are subject to change without notice. Contact the Purchasing Department at (316) 660-7255 to confirm any and all dates.

Distribution of Request for Proposal to interested parties	March 14, 2025
Questions and clarifications submitted via email by 5:00 pm CDT	March 19, 2025
Addendum Issued by 5:00 pm CDT	March 24, 2025
Proposal due before 1:45 pm CDT	April 1, 2025
Evaluation Period	April 2 – 23, 2025
Board of Bids and Contracts Recommendation	May 1, 2025
Board of County Commission Award	May 7, 2025

E. Contract Period and Payment Terms

A contractual period will begin following Board of County Commissioners (BoCC) approval of the successful firm(s) and must be completed on or before June 30, 2025.

County may cancel its obligations herein upon thirty-day (30) prior written notice to the other party. It is understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this agreement upon thirty (30) days prior written notice to the other. Payment will be remitted following receipt of monthly detailed invoice.

Payment and Invoice Provisions

https://www.sedgwickcounty.org/media/55477/payment-and-invoice-provisions.pdf

F. Insurance Requirements

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. If required, contractor's professional liability/errors and omissions insurance shall (i) have a policy retroactive date prior to the date any professional services are provided for this project, and (ii) be maintained for a minimum of three (3) years past completion of the project. Contractor shall furnish a certificate evidencing such coverage, with county listed as an additional insured including both ongoing and completed operations, except for professional liability, workers' compensation and employer's liability. **Certificate shall be provided prior to award of contract.** Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after county receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas (must be acknowledged on the bid/proposal response form).

NOTE: If any insurance is subject to a deductible or self-insured retention, written disclosure must be included in your proposal response and also be noted on the certificate of insurance.

It is the responsibility of contractor to require that any and all approved subcontractors meet the minimum insurance requirements.

Workers' Compensation:	
Applicable coverage per State Statutes	
Employer's Liability Insurance:	\$500,000.00
Commercial General Liability Insurance (on form CG 00 01 04 13 or in	ts equivalent):
Each Occurrence	\$1,000,000.00
General Aggregate, per project	\$2,000,000.00
Personal Injury	\$1,000,000.00
Products and Completed Operations Aggregate	\$2,000,000.00
Automobile Liability:	
Combined single limit	\$500,000.00
Umbrella Liability:	
Following form for both the general liability and automobile	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Professional Liability/ Errors & Omissions Insurance:	
X Required / Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00
Pollution Liability Insurance:	
Required / X Not Required	
Each Claim	\$1,000,000.00
Aggregate	\$1,000,000.00

Special Risks or Circumstances:

Entity reserves the right to modify, by written contract, these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

G. Indemnification

To the fullest extent of the law, the provider, its subcontractor, agents, servants, officers or employees shall indemnify and hold harmless Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the provider's performance of the agreement or any other agreements of the provider entered into by reason thereof. The provider shall indemnify and defend Sedgwick County, including, but not limited to, its elected and appointed officials, officers, employees and agents, with respect to any claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of the provider, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs and reasonable attorney's fees. This indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The provider agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

H. Confidential Matters and Data Ownership

The successful proposer agrees all data, records and information, which the proposer, its agents and employees, which is the subject of this proposal, obtain access, remains at all times exclusively the property of Sedgwick County. The successful proposer agrees all such data, records, plans and information constitutes at all times proprietary information of Sedgwick County. The successful proposer agrees that it will not disclose, provide, or make available any of such proprietary information in any form to any person or entity. In addition, the successful proposer agrees it will not use any names or addresses contained in such data, records, plans and information for the purpose of selling or offering for sale any property or service to any person or entity who resides at any address in such data.

In addition, the successful proposer agrees it will not sell, give or otherwise make available to any person or entity any names or addresses contained in or derived from such data, records and information for the purpose of allowing such person to sell or offer for sale any property or service to any person or entity named in such data. Successful proposer agrees it will take all reasonable steps and the same protective precautions to protect Sedgwick County's proprietary information from disclosure to third parties as with successful proposer's own proprietary and confidential information. Proposer agrees that all data, regardless of form that is generated as a result of this Request for Proposal is the property of Sedgwick County.

I. <u>Proposal Conditions</u>

https://www.sedgwickcounty.org/media/31338/proposal-tc.pdf

Sample Contract

https://www.sedgwickcounty.org/media/67402/sample-contract-kws-13024.pdf

Contract Provisions for FEMA Projects (If Applicable)

https://www.sedgwickcounty.org/media/67302/sedgwick-county-federal-grant-contract-provisions.pdf

Suspension and Debarment

https://www.sedgwickcounty.org/finance/purchasing/suspension-and-debarment/

VIII. Required Response Content

All proposal submissions shall include the following:

- 1. Firm profile: the name of the firm, address, telephone number(s), contact person, year the firm was established, and the names of the principals of the firm.
- 2. The firm's relevant experience, notably experience working with government agencies.
- 3. At minimum, three (3) professional references, besides Sedgwick County, with email addresses, telephone numbers, and contact persons where work has been completed within the last three (3) years. References shall include at least one (1) laboratory located in the United States of America using QTOF instrumentation similar to the proposed system for the purpose of forensic toxicology testing. References including laboratories conducting both ante-mortem and post-mortem analysis are preferred.
- 4. A disclosure of any personal or financial interest in any properties in the project area, or any real or potential conflicts of interest with members of the Sedgwick County Board of County Commissioners or county staff.
- 5. A description of the type of assistance that will be sought from county staff, including assistance required from the county to lessen the costs of this project.
- 6. Proof of insurance meeting minimum insurance requirements as designated herein.
- 7. Those responses that do not include all required forms/items may be deemed non-responsive.

REQUEST FOR PROPOSAL RFP #25-0022 QTOF MASS SPECTROMETER

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 proposal 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 proposer is entered; (4) they have read the complete Request for Proposal and understands 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		710
	CITY/STATE	
	FAX	
	ANIZATION	
	EMAIL	
NUMBER OF LOCATIONS	NUMBER OF PERSONS EMPLOYER)
TYPE OF ORGANIZATION: Public Corp	poration Private Corporation	Sole Proprietorship
Partnership Other (Describe):		
BUSINESS MODEL: Small Business	Manufacturer Distributor _	Retail
Dealer Other (Describe):		
Not a Minority-Owned Business:	Minority-Owned Business:	(Specify Below)
African American (05) Asian	Pacific (10) Subcontinent Asian (15)	Hispanic (20)
Native American (25) Other	(30) - Please specify	
Not a Woman-Owned Business:	Woman-Owned Business:(Special	ecify Below)
	African American-Woman Owned (55)	
Subcontinent Asian-Woman Owned (65)Hispanic Woman Owned (70)	_Native American-Woman Owned (75)
Other – Woman Owned (80) – Please	e specify	
ARE YOU REGISTERED TO DO BUSIN	NESS IN THE STATE OF KS:Yes	No
UEI (UNIQUE ENTITY IDENTIFIER) N	0	
INSURANCE REGISTERED IN THE ST	ATE OF KS WITH MINIMUM BEST RATIN	NG OF A-VIII:YesNo
	NDA: All addendum(s) are posted to our RFB/RF	FP web page and it is the vendor's
responsibility to check and confirm all adden https://www.sedgwickcounty.org/fina		
-	-	
NO, DATED;	NO	, DATED
submission format should be by order in whi	ges all requirements, terms, conditions, and section characteristics are listed throughout the document. A in proposer's response. Exceptions to any part	All minimum and general requirements
Signature	Title	
Print Name	Dated	

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REQUEST FOR PROPOSAL RFP #25-0022 OTOF MASS SPECTROMETER

Consistent with the guidance provided in Section 1 of this Request for Proposal, Sedgwick County is subject to the Kansas Open Records Act (K.S.A. 45-215 *et seq.*). As such, portions, and potentially all, of your proposal may become accessible to the public through records requests even if it is not awarded the contract.

If you are claiming some of the submitted documentation should not be disclosed, indicate the associated information and the basis for such claims of privilege in the spaces below. In the event records requests are submitted for information identified as privileged, proprietary or confidential, Sedgwick County may attempt to coordinate a response and would expect for you to be available to defend your claims in court. Failure to provide information in the spaces below shall constitute a waiver of any claims of violation of privileged, proprietary or confidential information resulting from the production of these records, regardless of other language or claims within your Response.

PRIVILEGE LOG			
Page and/or Section of Information Not Subject to Disclosure	Description of Information that You Claim are Privileged or Confidential. Do not include specific details, but rather categories or general descriptions of the information in question.	Basis for the Claim of Privilege. Please include the Applicable Federal or State Law Cite and Rationale	