

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF STATE PURCHASING
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

REQUIREMENTS CONTRACT: PURCHASE OF GAS CHROMATOGRAPHY/MASS SPECTROMETRY SYSTEM(S)

CONTRACT No.: OT903007

EFFECTIVE DATES: 07/01/06 to 09/30/08
Renewal through 09/30/10

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT903007 that opened on 06/23/06. The evaluation of the bid response(s) has been completed. The bidder(s) listed herein have been determined to be the lowest responsive and responsible bidder(s) and have been awarded a contract for the items(s) listed. The respective bid response, including the [Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions](#), special contract terms & conditions, any bid addenda, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Requirements Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to ATTORNEY GENERAL'S OFFICE, BUREAU OF CRIMINAL IDENTIFICATION AND INVESTIGATION, 1560 STATE ROUTE 56 SW, P.O. BOX 365, LONDON, OH 43140 , as applicable.

Agencies are eligible to make purchases of the listed supplies and/or services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that agencies will purchase the volume of supplies and/or services as advertised in the Invitation to Bid.

SPECIAL NOTE: State agencies may make purchases under this Requirements Contract up to \$2500.00 using the state of Ohio payment card. Any purchase that exceeds \$2500.00 will be made using the official state of Ohio purchase order (ADM-0523). Any non-state agency, institution of higher education or Cooperative Purchasing member will use forms applicable to their respective agency.

Questions regarding this and/or the Requirements Contract may be directed to:

Gayle Blankenship, CPPB
gayle.blankenship@das.state.oh.us

This Requirements Contract and any Amendments thereto are available from the DAS website at the following address:



<http://www.ohio.gov/procure>

Signed: _____
Hugh Quill, Director Date _____

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
SPECIAL CONTRACT TERMS AND CONDITIONS	3-4
Amendments to Contract Terms and Conditions	3
Multiple Award Contract	3
Specification Questions	3
Mandatory/Required Submissions	3
Delivery and Acceptance	3
Delivery	3
Descriptive Literature	3
Evaluation	4
Contract Award	4
Transportation Charges	4
Special Charges	4
Pricing	4
Firm Fixed-Price Contract	4
Inspection	4
Usage Reports	4
Insurance Documents	4
SPECIFICATIONS AND REQUIREMENTS	5-8
Scope	5
Abbreviation Definitions	5
Classification	6-7
Contractor Customer Support	7
Point of Contact	7
Options	8
<u>CONTRACT ITEMS</u>	
PRICE SCHEDULE PAGE	9
CONTRACTOR PAGE	10

SPECIAL CONTRACT TERMS AND CONDITIONS

AMENDMENTS TO CONTRACT TERMS AND CONDITIONS: The following Amendments to the Contract Terms and Conditions do hereby become a part hereof. In the event that an amendment conflicts with the Contract Terms and Conditions, the Amendment will prevail.

MULTIPLE AWARD CONTRACT: This bid is issued to establish a Multiple Award Contract (MAC). A MAC is a contract made with more than one supplier of the same or similar types of supplies or services at varying prices for delivery within the same geographic area. The state's obligations under a MAC are subject to the Ohio Controlling Board's continuing authorization to use the MAC program authorizing the use of Multiple Award Contracts. By the signature affixed to Page 1, of this Bid, the Bidder certifies that it is currently in compliance and will continue to adhere to the requirements of the Ohio Ethics Law, Ohio Revised Code Section 102.04. The Bidder affirms that, as applicable to the Bidder, no party listed in Ohio Revised Code Section 3517.13 (I) or (J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

SPECIFICATION QUESTIONS: Information regarding submission of questions and clarifications for this bid is provided on page one (1) of the bid. Through the indicated inquiry closure date, bidders may visit the State Purchasing website to post bid related questions at <www.ohio.gov/procure>. Answers to all bidder questions will be posted on the State Purchasing website and linked to the bid number. The State will make every effort to respond to website inquiries within forty-eight (48) hours of receipt. The State will not respond to any verbal or written questions received through any other medium. No prospective bidder shall respond to any verbal instructions or changes to this bid. Only bid communications, issued by the Department of Administrative Services, Office of State Purchasing, in a public, published format, will be considered valid.

MANDATORY/REQUIRED SUBMISSIONS: As specified, mandatory submissions must be submitted with the bid response. Required documentation/materials should be submitted with the bid. If not submitted with the bid, the bidder must provide the said documentation/materials within five (5) business days, after notification, to the Office of State Purchasing. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period may result in the bidder being deemed as not responsive.

For specific submission requirements, bidders should refer to the Bid Submission Check List for a listing of those mandatory submissions due with the bid response and those other submissions that should be submitted with the bid response, but which do not become mandatory until requested during the bid evaluation period.

DELIVERY AND ACCEPTANCE: Services will be performed as set forth in the Contract and in accordance with paragraphs S-8, S-9, and S-10 of the Supplemental Contract Terms and Conditions. The location of performance will be noted on the purchase order issued by the participating agency. Payment for services rendered will occur upon the inspection and written confirmation by the ordering agency that the services provided conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, payment shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

DELIVERY: Initial delivery and installation of equipment to attain a fully operational status shall be accomplished no later than the specified contract inception date or within five (5) calendar days after receipt of order (A.R.O.) from the institution, whichever is later. All deliveries of stock merchandise shall be provided within two (2) working days A.R.O. and for store door delivery. Custom equipment shall be provided within forty-five (45) days A.R.O. and for store door delivery. Any additional pickup service shall be provided within one (1) working day A.R.O. from the institution. Any deviation to these timeframes must be approved in writing by the institution.

DESCRIPTIVE LITERATURE: The Bidder may be required to submit descriptive literature of the supplies or services being offered. If requested, the literature will be used in the evaluation process to determine the lowest responsive and responsible bidder. If not provided as part of the bid response, the Bidder must provide said literature within ten (10) calendar days after request/notification by the Office of State Purchasing to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (i.e. F.O.B. Shipping Point or Prices Subject to Change), will not be part of any contract and will be disregarded by the state of Ohio. Failure of the bidder to furnish descriptive literature either as part of their bid response or within the time specified herein will deem the bidder not responsive.

SPECIAL CONTRACT TERMS AND CONDITIONS

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". In addition, the State will award to all responsive and responsible bidders. Failure to price all items may result in the bidder being deemed as not responsive.

CONTRACT AWARD: A Contract will be awarded to all responsive and responsible bidders.

TRANSPORTATION CHARGES: Any item(s) ordered from a contract awarded pursuant to this bid specific to shall be shipped F.O.B. destination, freight prepaid, unless noted in a Minimum Order clause. Shipment shall be made to the ordering institution.

SPECIAL CHARGES: There shall be no assessment, surcharge, small order charge, broken case charge, minimum order charge, single item charge nor any other unspecified additional charge allowed by the State that is not specifically mentioned in this bid or in any contract awarded pursuant to this bid. The contractor must provide merchandise in unit quantity(s) as indicated in the bid/bid response/contract.

PRICING: The price quoted for each item is the full purchase price, including delivery to destination, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period.

FIRM FIXED-PRICE CONTRACT: The contract is a Firm Fixed-Price Contract. The Contractor(s) is required to provide to the using agency supplies or services at the listed price(s) for the duration of the contract, and any extensions thereto.

INSPECTION: Materials or equipment purchased are subject to inspection and approval at the destination. The state reserves the right to reject and refuse acceptance of items which are not in accordance with the instructions, specifications, drawings or data of Seller's warranty (express or implied). Rejected materials or equipment shall be removed by, or at the expense of, the Seller promptly after rejection.

USAGE REPORTS: Every twelve (12) months the contractor must submit a report (written or on disk) indicating sales generated by this contract. The report shall list usage by customer, by line item, showing the quantities/dollars generated by this contract. The report shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gayle Blankenship.

INSURANCE DOCUMENTS: Upon the policy renewal date, the contractor must submit, within thirty (30) days, updated insurance documents as required by this contract. The documents must include a current Workers' Compensation Certificate and an Acord Certificate of Liability Insurance and must include all required endorsements as described in the Supplemental Terms and Conditions of this contract.

Failure to maintain compliant insurance coverage per S-13 of the Supplemental Contract Terms and Conditions will be considered a default and may be cause for cancellation of the contract under the Standard Contract Terms and Conditions, Section I, Item C, Part 1.

These documents shall be forwarded to the Office of State Purchasing, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Gayle Blankenship.

SPECIFICATIONS AND REQUIREMENTS

I. SCOPE

The contractor(s) shall provide a Gas Chromatograph/Mass Spectrometer System for the Bureau of Criminal Identification and Investigation (BCI&I). The system shall include Gas Chromatograph (GC) with Split/Splitless Capillary Injector including Electronic Flow Control. The Mass Spectrometer (MS) shall be of Quadrupole Design and have Time Programmable EI Full Scan and Selective Ion Monitoring / Secondary Ion Spectrometry (SIM/SIS) Capabilities, Positive and Negative Chemical Ionization may be included as an option. The system will function on the bench top and shall include installation, training, full warranty and technical support. The number of units purchased will be contingent upon funding. Estimated units to be purchased for this contract are 3 units, however, that number may increase or decrease at the discretion of BCI&I.

Successful bidder will be required to furnish all labor, materials, tools, equipment, hardware, software, documentation, and consumables necessary to install system. System must be tested and turned over to the agency in "turn key" condition. Bid price is also to include familiarization and instruction on use of system for agency staff members.

II. ABBREVIATION DEFINITIONS

- A. AMU-Automatic Mass Unit
- B. ASCLD/LAB-American Society of Crime Laboratory Directors/Laboratory Accreditation Board
- C. ECD-Electron Capture Detector
- D. EFC-Electronic Flow Control
- E. EI-Electron Ionization
- F. FID-Flame Ionization Detector
- G. GBI-Georgia Bureau of Investigations
- H. GC-Gas Chromatograph
- I. LIMS-Laboratory Information Management System
- J. MS-Mass Spectrometer
- K. MSD-Mass Selective Detector
- L. NIST-National Institute of Standards and Technology
- M. OFN-Octafluoronaphthalene
- N. PFPD-Phosphorus Flame Photometric Detector
- O. PFTBA-Perfluorotributylamine
- P. RMS-Root Mean Squared
- Q. SIM/SIS-Selective Ion Monitoring / Secondary Ion Spectrometry
- R. TCD-Thermal Conductivity Detector
- S. UPS-Uninterruptible Power Supply

SPECIFICATIONS AND REQUIREMENTS

III. CLASSIFICATION

A. Gas Chromatograph (GC)

1. The GC shall have the capacity for two Split-Splitless Capillary Injectors with Electronic Flow Control and the ability to add up to two additional GC detectors, each with individual heated zones. Example: FID, ECD, PFPD.
2. The injector should have EFC with split ratio range of 5:1 to 250:1.
3. The column oven temperature range shall be from ambient to 350°C programmable in 0.1°C increments and up to 3 programming ramps and 4 isothermal plateaus available; minimum of 0.1 degrees C/minute to 45 degrees C/minute ramping rate.
4. Oven cool down rate should be 250°C to 50°C in 5.0 minutes.
5. GC shall have the capability of mounting a minimum of 2 detectors and 2 injectors, all having their own independent heated zones. Should be able to split GC flow to MS and another detector such as, FID, ECD, or TCD for maximum flexibility and detectability.
6. The GC shall include an autosampler and sample tray. The autosampler must utilize at minimum an 80 unit sample tray, multiple waste/wash vials and 2ml screw top vials.
7. The GC shall allow for injector maintenance without removing the auto sampler.

B. Mass Spectrometer (MS)

The minimum performance requirements are:

1. Mass Filters: Quadrupole with pre-and/or post-filters.
2. Mass range at minimum of 1.6 to 800 amu programmable throughout the analysis.
3. Programmable scan rates.
4. Ionization Modes to include EI.
5. Linear Dynamic Range (EI): >10E5
6. Scan Modes: Full Scan, Selected Ion Monitoring/SIS. The system must offer programmable control from one mode of operation to another within a single analysis.
7. Source Temperature shall have independent control from 20°C to 300°C.
8. Electron energy shall contain one or two filaments at 70eV or a range which includes 70eV.
9. Transfer line temperature independently controlled.
10. Carrier Gas Flow: 8ml/min maximum
11. Must have a Turbomolecular Pump: 250 ml/min or 70L/sec, air cooled.
12. Sensitivity EI: with OFN, 1 pg Splitless injection of OFN produces a signal to noise of 10:1 or greater RMS noise.
13. Space Requirement: Must be able to be mounted on an existing laboratory bench.
14. Power requirement: Must be capable of running with 120 VAC, 60Hz, 20A power.

SPECIFICATIONS AND REQUIREMENTS

C. Data Handling

1. Required minimum: PC Workstation Pentium-IV 2.8 GHZ with 512 Mb Ram, 40 GB HD, 12x-CD-RW, 3.5" floppy, mouse, integrated audio and Ethernet, USB, serial and parallel ports, 17" flat panel SVGA monitor.
2. Laser printer that is compatible with PC workstation and prints no less than 25 pages per minute.
3. The software shall operate under Microsoft Windows 2000 or XP Professional.
4. The MS must provide operator tune control to meet all tune criteria for PFTBA.
5. The software supplied shall include NIST02 Mass Spectral Library Database.
6. Instrument Control Timed Events include filament delay, tune events, ionization modes and segment set-points.
7. All parameters of GC and MS must be controllable from the Data System.
8. Manufacturer software upgrades will be provided at no additional cost for the life of the GC/MS System.
9. Data Acquisition screen allows the user to view the spectrum and the chromatogram in real time. Can do a library search in real time for immediate confirmation of identification.
10. The Data System must provide for data file conversion to the LIMS system.

IV. CONTRACTOR CUSTOMER SUPPORT

- A. Warranty: The warranty period shall cover the term of the contract and include parts, labor, and travel.
- B. Manufacturer shall provide a 24 hour or better on-site service response time.
- C. If unit(s) are not able to be repaired within a 24 hour period, the vendor shall provide a temporary replacement.
- D. If the unit is not able to be repaired in a thirty day period, the vendor shall provide a new replacement unit of equal or greater value at no cost.
- E. Toll-free technical support is available no less than twelve hours per day, seven days a week.
- F. Any shipping costs associated with the repair or placement of the unit or parts will be the responsibility of the vendor.
- G. Post Installation training: Must provide a minimum of two days, not less than sixteen hours, of on-site training to cover methods set-up, fine-tuning, report generation, full scan and SIM/SIS combined methods development.

V. POINT OF CONTACT

The State point of contact for the Ohio BCI&I Laboratory for all matters relating to the contract is:

Ohio Bureau of Criminal Identification and Investigation
1560 SR 56 SW
London OH 43140

Karen Kwek
Telephone: 740-845-2553
E-mail: KKwek@ag.state.oh.us

SPECIFICATIONS AND REQUIREMENTS

VI. OPTIONS:

All options must be addressed and quoted. Failure to bid on all items may deem the bid as not responsive and no further consideration given to the bid.

- A. Price quote for Wiley Library (7th Edition)
- B. Price quote for Pfleger/Mauer/Weber Library (3rd Edition MS Drug Library) and Georgia Bureau of Investigations (GBI) Library.
- C. Coursework, classes for GC/MS system and software operation at manufacturers training facility.
- D. A UPS for the GC/MS system.
- E. A UPS for the Data System.
- F. The bidder must be able to provide at least four (4) references over the past five years of the proposed GC/MS system currently installed and operational in an ASCLD/LAB accredited forensic science laboratory performing controlled substance analysis of street drugs. Failure to provide adequate references may deem the bidder as not responsive and their bid may be disqualified.

PRICE SCHEDULE PAGE

ITEM NUMBER: 11317

CONTRACTOR: PERKINELMER

ITEM DESCRIPTION	ESTIMATED # OF UNITS TO BE PURCHASED	COST PER UNIT 07/15/06-09/30/08
GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM	3	\$ 63,500.00*

Cost per unit shall be all inclusive of freight, operational costs, and all other miscellaneous costs associated with providing the units as described herein.

OPTIONS: Bidder must provide a price for all options listed below. Failure to provide this may deem the bidder as not responsive and no further consideration will be given.

ITEM NUMBER: 11318

OPTION	COST
Wiley Library (7 th Edition)	\$ 4,100.00
Pfleger/Mauer/Weber Library (3 rd Edition MS Drug Library)	\$ 4,067.20
Georgia Bureau of Investigations (GBI) Library.	Included in NIST05 Library
Coursework, classes for GC/MS system and software operation at manufacturers training facility.	Included Free of Charge
A UPS for the GC/MS system.	\$ 460.00
A UPS for the Data System	\$ 189.90

ITEM NUMBER: 11317

CONTRACTOR: SHIMADZU

ITEM DESCRIPTION	ESTIMATED # OF UNITS TO BE PURCHASED	COST PER UNIT 07/15/06-09/30/08
GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM	3	\$ 51,859.32

Cost per unit shall be all inclusive of freight, operational costs, and all other miscellaneous costs associated with providing the units as described herein.

OPTIONS: Bidder must provide a price for all options listed below. Failure to provide this may deem the bidder as not responsive and no further consideration will be given.

OPTION	COST
Wiley Library (7 th Edition)	\$ 7,040.00
Pfleger/Mauer/Weber Library (3 rd Edition MS Drug Library)	\$ 4,356.00
Georgia Bureau of Investigations (GBI) Library.	\$ 704.00
Coursework, classes for GC/MS system and software operation at manufacturers training facility.	No Charge
A UPS for the GC/MS system.	\$ 1,518.00
A UPS for the Data System	\$ 506.88

*Price lowered at the request of the Contractor effective 10/01/08.

CONTRACTOR INDEX

CONTRACTOR

Vendor ID # 1875
PerkinElmer LAS, Inc
710 Bridgeport Avenue
Shelton, CT 06484-4794

CONTRACTOR'S CONTACT: Robert Stroyne

IT/MIS CONTACT: Robert Stroyne

CONTRACTOR

Vendor ID # 84609
Schimadzu Scientific Instruments, Inc
7102 Riverwood Drive
Columbia, MD 21046

CONTRACTOR'S CONTACT: Thomas M. Fay

IT/MIS CONTACT: Karen Sasaki

BID CONTRACT NO.: 0T903007-1 (09/30/10*)

TERMS: Net 30 Days

DELIVERY: As Specified

Toll Free: (800) 762-4000
FAX: (203) 944-4914
E-mail address: robert.stroyne@perkinelmer.com

Telephone: (800) 762-4000

BID CONTRACT NO.: 0T903007-2 (09/30/10*)

TERMS: 2%, 10 Days, Net 30 Days

DELIVERY: As Specified

Toll Free: (800) 792-1992 x 105
Telephone: (630) 916-6286
FAX: (630) 916-7160
E-mail address: ebcogan@shimadzu.com

Telephone: (800) 447-1227

*Renewed by Amendment effective 10/01/08.

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
2	08/27/10	To advise contract will not be renewed beyond the current expiration date of 09/30/10. Contract will be bid at a future date.
1	10/01/08	Contract renewal effective 10/01/08-09/30/10. Update lower pricing for PerkinElmer at their request.