

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

OPTIONAL USE CONTRACT FOR: PURCHASE OF GAS CHROMATOGRAPHY/MASS SPECTROMETRY SYSTEMS(S)

CONTRACT No.: OT906611EFFECTIVE DATES: 04/08/11 to 02/28/14

The Department of Administrative Services has accepted bids submitted in response to Invitation to Bid No. OT906611 that opened on 03/02/11. 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:

Terry Spiropoulos, CPPB  
terry.spiropoulos@das.state.oh.us

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

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

Signed: \_\_\_\_\_  
Robert Blair, Director Date

TABLE OF CONTENTS

<u>CLAUSES</u>	<u>PAGE NO.</u>
SPECIAL CONTRACT TERMS AND CONDITIONS	3
Amendments to Contract Terms and Conditions	3
Multiple Award Contract	3
Specification Questions	3
Delivery and Acceptance	3
Delivery	3
Descriptive Literature	4
Authorized Wholesaler/Distributor	4
Product Demonstration	4
Evaluation	4
Contract Award	4
Transportation Charges	4
Special Charges	4
Pricing	5
Firm Fixed-Price Contract	5
Inspection	5
Usage Reports	5
Brand Names	5
Notice on the use of S.S.N. as Federal T.I.N.	5
SPECIFICATIONS AND REQUIREMENTS	8
Scope	8
Abbreviation Definitions	8
Classification	9
Contractor Customer Support	11
Point of Contact	12
Options	12
<u>CONTRACT ITEMS</u>	
PRICE SCHEDULE PAGES	22-23
CONTRACTOR PAGE	24-25

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 Procurement website to post bid related questions at <[www.ohio.gov/procure](http://www.ohio.gov/procure)>. Answers to all bidder questions will be posted on the State Procurement 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 Procurement Services, in a public, published format, will be considered valid.

DELIVERY AND ACCEPTANCE: Supplies will be delivered to the participating agency within three (3) business days after receipt of order and, in accordance with paragraphs S-8, S-9, and S-10 of the SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS. The delivery location will be noted on the purchase order issued by the participating agency. Acceptance (transfer of title) will occur upon the inspection and written confirmation by the ordering agency that the supplies delivered conform to the requirements set forth in the Contract. Unless otherwise provided in the Contract, acceptance shall be conclusive except as regards to latent defects, fraud, or such gross mistakes as amount to fraud.

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 forty-five (45) calendar days after receipt of order (A.R.O.) from the institution, whichever is later. All deliveries of stock merchandise shall be provided within three (3) business days A.R.O. and for store door delivery. Custom equipment shall be provided within forty-five (45) calendar 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

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 Procurement Services to do so. Any references, that may appear in the descriptive literature, that may alter the terms and conditions and specifications of the bid (e.g. 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.

AUTHORIZED WHOLESALER/DISTRIBUTOR: Bids will be accepted only from established manufacturers (MFR) and/or their authorized wholesalers/distributors. Any wholesaler/distributor submitting a bid hereby acknowledges that they are an authorized wholesaler/distributor of the manufacturers quoted and that the manufacturer has agreed to supply the wholesaler/distributor with all quantities of the items required by the wholesaler/distributor in fulfillment of its obligations under any resultant contract with the state of Ohio.

The Office of Procurement Services reserves the right to request agreement documentation confirming a contractor's distributor/wholesaler relationship with quoted manufacturers. This certification must be on the manufacturer's letterhead, signed by a duly authorized manufacturer's representative. If not provided with the bid response bidder will be required to provide the said certification within ten (10) calendar days, after notification, to the Office of Procurement Services. Failure to provide the certification with the bid or within the stated time period may deem the bidder not responsive.

PRODUCT DEMONSTRATION: As applicable to the evaluation process, the State may require a product demonstration. This demonstration may be conducted at the manufacturer's applications center or another suitable site mutually agreeable to the State. The information gathered from the product demonstration will be used in the evaluation process to determine the lowest responsive and responsible bidder. Unless otherwise specified by the State, the bidder will be required to provide the product demonstration within fourteen (14) calendar days after notification. Failure to provide the product demonstration within the stated time period may result in the bidder being deemed not responsive. After award of the contract, the information gathered from the product demonstration will be used as a basis of comparison with actual product delivered under contract. Any variation between the information from the product demonstration and product being delivered may be considered as an event of default. Any variations between the product demonstrated and actual product being delivered that are due to manufacturer changes may be acceptable and shall require prior written approval from DAS.

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. All products shall be fit for use for the intended purposes specified herein. All products must meet or exceed the Specifications and Requirements, as indicated herein. Minor, immaterial design and computer-related variations may also be acceptable if approved by DAS in conjunction with the Bureau of Criminal Identification and Investigation. Final review and approval of the functional, performance, aesthetic, and safety qualities will be with DAS, in conjunction with the Bureau of Criminal Identification and Investigation. 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 this contract shall be shipped F.O.B. destination, freight prepaid. Shipment shall be made to the ordering institution or as specified on the purchase order issued by the ordering agency.

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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

**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.

**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 Procurement Services, 4200 Surface Road, Columbus, OH 43228-1395, Attn: Terry Spiropoulos.

**BRAND NAMES:** In the following specification requirements trademarks, brand names, manufacturer's names, catalogues/style/product numbers and products are listed as examples only, for the purpose of description to establish a base level of quality, performance and characteristics the state requires. The listed examples are not intended to limit or restrict competition as any items offered that contain the level of quality that are incorporated in the trademarks, brand names, manufacturers names, catalogue/style/product numbers listed will receive the same consideration for award. Bidders may be required to submit descriptive literature, detailed specifications and samples to verify quality standards.

NOTICE ON THE USE OF SOCIAL SECURITY NUMBERS AS FEDERAL TAX IDENTIFICATION NUMBERS

The Department of Administrative Services (Department) requires vendors and contractors wishing to do business with the State to provide their Federal Taxpayer Identification Number to the Department. The Department does this so that it can perform statutorily required "responsibility" analyses on those vendors and contractors doing business with the State and, under limited circumstances, for tax reporting purposes. If you are a vendor or contractor using your Social Security Number as your Federal Taxpayer Identification Number, please be aware that the information you submit is a public record, and the Department may be compelled by Ohio law to release Federal Taxpayer Identification Numbers as a public record. If you do not want to have your Social Security Number potentially disclosed as a Federal Taxpayer Identification Number, the Department encourages you to use a separate Employer Identification Number (EIN) obtained from the United States Internal Revenue Service's to serve as your Federal Taxpayer Identification Number.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

ADDITIONAL MAILING ADDRESS INFORMATION: Bidder shall provide address information, as requested below.

PURCHASE ORDERS AGAINST THIS BID  
SHALL BE MAILED TO:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY & STATE      ZIP CODE

REMITTANCE ADDRESS AGAINST THIS BID  
SHALL BE MAILED TO:

\_\_\_\_\_  
FIRM NAME

\_\_\_\_\_  
STREET ADDRESS

\_\_\_\_\_  
CITY & STATE      ZIP CODE

AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS AND CHECKLIST

Automobile Insurance is required for anyone coming onto State Property to deliver goods or to perform services using a vehicle, which is owned, leased or rented by the Contractor. Any Bidder, Broker, or Sub Contractor who will be on State Property, but not delivering goods or performing services, is required to carry Automobile Liability insurance that complies with the State and Federal laws regarding financial responsibility.

Bid Automobile Liability Checklist:

Contractor will indicate, by checking the appropriate box(es) below, which mode of transportation will apply to this contract.

- Bidder/Broker ("The Contractor") or their Sub Contractor will make delivery or be performing services using a vehicle that is owned, leased or rented. Provide Certificate of Insurance documenting automobile liability with a Combined Single Limit of \$500,000.00.
- Goods/Services will be delivered via common carrier.
- No employee or representative of the contractor will have cause to be on state property to make deliveries or to perform services.

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that the above information is true and accurate.

SPECIAL CONTRACT TERMS AND CONDITIONS (Cont'd.)

CONTRACTOR DISCLOSURE CERTIFICATION

DISCLOSURE OF SUBCONTRACTORS / JOINT VENTURES (See Standard Contract Terms and Conditions, Section V, General Provisions., Paragraph Q):

List names of subcontractors who will be performing work under the Contract.

_____	_____
_____	_____
_____	_____

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section V, General Provisions., Paragraph G):

Bidders seeking to enter into a service contract shall disclose the following:

a) Principal location of business for the contractor (Name/City/State/Country)

\_\_\_\_\_

b) Principal location of all subcontractors (Name/City/State/Country)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c) Location where services will be performed (Name/City/State/Country)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

d) Location where any State data, applicable to the Contract, will be maintained or made available (Name/City/State/Country)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that all of the above information is true and accurate. The Bidder agrees that no changes will be made to this list of subcontractors or locations where work will be performed or data will be stored without prior written approval of DAS. Any attempt by the Bidder/Contractor to change or otherwise alter subcontractors or locations where work and/or services will be performed or locations where data will be stored, without prior written approval of DAS, will be deemed as a default. If a default should occur, DAS will seek all legal remedies as set forth in the Terms and Conditions which may include immediate cancellation of the Contract. Failure to complete this page may deem your bid not responsive.

## SPECIFICATIONS AND REQUIREMENTS

### I. SCOPE

The contractor(s) shall provide a new 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 4 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 a fully functional system. System must be tested and turned over to the agency in "turn key" condition, or fully functional and ready-to use. Bid price is also to include familiarization and instruction on use of system for agency staff members. The contractor shall supply a unit which includes all equipment necessary, to provide a unit which is whole, fully functional, safe, complete, and ready to use, including any items which are not mentioned herein but necessary.

The term of any contract pursuant to this bid shall be for approximately three (3) years, from \* March 18, 2011 through February 28, 2014, unless renewed, terminated, or funding expires, in accordance with the Instructions, Terms, and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions, Rev. 10-01-07.

### II. ABBREVIATION DEFINITIONS

- A. amu - Atomic 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. GC - Gas Chromatograph
- H. LIMS - Laboratory Information Management System
- I. MS - Mass Spectrometer
- J. NIST - National Institute of Standards and Technology
- K. OFN - Octafluoronaphthalene
- L. PFPD - Phosphorus Flame Photometric Detector

\* Denotes effective dates shown in the Invitation for Bid. See Page 1 of this Contract for actual contract effective dates.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

- M. PFTBA - Perfluorotributylamine
- N. RMS - Root Mean Square
- O. SIM/SIS - Selective Ion Monitoring / Secondary Ion Spectrometry
- P. TCD - Thermal Conductivity Detector

III. CLASSIFICATION

Indicate below, either YES or NO, whether or not the product offered conforms to the stated specifications. Bidder certifies, by signature affixed to Page 1 of its bid, that the information entered in the table of conformance below is certified as accurate and complete.

For any "NO" answer below, the bidder must document on their letterhead, how non-compliance with the specification will affect the overall performance of the fully functional Gas Chromatography/Mass Spectrometry System(s) described herein. Describe in detail and provide additional descriptive literature as necessary to explain/justify the exception to the specification.

A. Gas Chromatograph (GC)

1. YES\_\_\_ NO\_\_\_: 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. YES\_\_\_ NO\_\_\_: The injector should have EFC with split ratio range of 5:1 to 250:1.
3. YES\_\_\_ NO\_\_\_: 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. YES\_\_\_ NO\_\_\_: Oven cool down rate should be 250°C to 50°C in 5.0 minutes.
5. YES\_\_\_ NO\_\_\_: 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. YES\_\_\_ NO\_\_\_: 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. YES\_\_\_ NO\_\_\_: The GC shall allow for injector maintenance without removing the auto sampler.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

B. Mass Spectrometer (MS)

The minimum performance requirements are:

1. YES\_\_\_ NO\_\_\_: Mass Filters: Quadrupole with pre-and/or post-filters.
2. YES\_\_\_ NO\_\_\_: Mass range at minimum of 1.6 to 800 amu programmable throughout the analysis.
3. YES\_\_\_ NO\_\_\_: Programmable scan rates.
4. YES\_\_\_ NO\_\_\_: Ionization Modes to include EI.
5. YES\_\_\_ NO\_\_\_: Linear Dynamic Range (EI): >10E5
6. YES\_\_\_ NO\_\_\_: 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. YES\_\_\_ NO\_\_\_: Source Temperature shall have independent control from 20°C to 260°C (minimum).
8. YES\_\_\_ NO\_\_\_: Electron energy shall contain one or two filaments at 70eV or a range which includes 70eV.
9. YES\_\_\_ NO\_\_\_: Transfer line temperature independently controlled.
10. YES\_\_\_ NO\_\_\_: Carrier Gas Flow: 8ml/min (maximum)
11. YES\_\_\_ NO\_\_\_: Must have a Turbomolecular or Diffusion Pump: minimum 65L/sec, air cooled.
12. YES\_\_\_ NO\_\_\_: Sensitivity EI: with OFN, 1 pg Splitless injection of OFN produces a signal to noise of 10:1 or greater RMS noise.
13. YES\_\_\_ NO\_\_\_: Space Requirement: Must be able to be mounted on an existing laboratory bench.
14. YES\_\_\_ NO\_\_\_: Power requirement: Must be capable of running with 120 VAC, 60Hz, 20A power.

C. Data Handling

1. Required minimum computer (PC) hardware equipment:
  - a. YES\_\_\_ NO\_\_\_: Advanced Workstation Mini tower PC
  - b. YES\_\_\_ NO\_\_\_: Processor: Intel Xenon Quad Core (2.66GHz/1067MHz, 8MB L3 cache), or equivalent
  - c. YES\_\_\_ NO\_\_\_: Monitor: Flat panel, minimum 19 inches
  - d. YES\_\_\_ NO\_\_\_: Operating system: Windows XP Pro SP3, installed, with Windows Vista license
  - e. YES\_\_\_ NO\_\_\_: Memory: 4GB Dual-channel DDR3 1067 MHz SDRAM, expandable to 8GB
  - f. YES\_\_\_ NO\_\_\_: Hard drives: 1000GB (2 x 500GB) SATA (RAID 1)

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

- g. YES\_\_\_ NO\_\_\_: Other disk drive(s): 16x dual layer DVD-RW, +R/RW combo drive
  - h. YES\_\_\_ NO\_\_\_: Keyboard: USB
  - i. YES\_\_\_ NO\_\_\_: Mouse: Optical wheel
  - j. YES\_\_\_ NO\_\_\_: Graphics card: 768MB NVidia Quadro FX1800, or equivalent
  - k. YES\_\_\_ NO\_\_\_: Network connection: Intel Integrated Gigabit 10/100/1000, or equivalent
  - l. YES\_\_\_ NO\_\_\_: Slots: Two PCI slots, two x16 PCI Express Slots, one PCI-Express x1
  - m. YES\_\_\_ NO\_\_\_: Ports: One Serial Port (RS-232), one Parallel Port, 11 USB 2.0 ports (2 front, 6 back, 3 internal)
  - n. YES\_\_\_ NO\_\_\_: Audio: Integrated high definition audio (no external speakers, only internal)
2. YES\_\_\_ NO\_\_\_: The software shall operate under the latest available version of Microsoft Windows 7 Pro and Microsoft Windows XP Pro SP3, depending on the time of purchase.
  3. YES\_\_\_ NO\_\_\_: The MS must provide operator tune control to meet all tune criteria for PFTBA.
  4. YES\_\_\_ NO\_\_\_: The software supplied shall include NIST08 Mass Spectral Library Database.
  5. YES\_\_\_ NO\_\_\_: Instrument Control Timed Events include filament delay, tune events, ionization modes and segment set-points.
  6. YES\_\_\_ NO\_\_\_: All parameters of GC and MS must be controllable from the Data System.
  7. YES\_\_\_ NO\_\_\_: Manufacturer software upgrades will be provided at no additional cost for the life of the GC/MS System.
  8. YES\_\_\_ NO\_\_\_: Data Acquisition screen allows the user to view the spectrum and the chromatogram in real time. Data system also allows one to perform a library search in real time for immediate confirmation of identification.
  9. YES\_\_\_ NO\_\_\_: The Data System must provide for data file conversion to the LIMS system.

IV. CONTRACTOR CUSTOMER SUPPORT

Indicate below, either YES or NO, whether or not the product offered conforms to the stated specifications. Bidder certifies, by signature affixed to Page 1 of its bid, that the information entered in the table of conformance below is certified as accurate and complete.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

For any "NO" answer below, the bidder must document on their letterhead, how non-compliance with the specification will affect the overall performance of the fully functional Gas Chromatography/Mass Spectrometry System(s) described herein. Describe in detail and provide additional descriptive literature as necessary to explain/justify the exception to the specification.

- A. YES\_\_\_ NO\_\_\_: Warranty: Quoted price shall include a manufacturer's warranty of one (1) full year for the Gas Chromatography/Mass Spectrometry System, to commence at the completion of the installation and agreement by the agency's operators that the system is working properly and fully functional. During the warranty period, supplier shall assume responsibility for any and all defects in materials, workmanship and performance, and the warranty period shall cover parts, labor, shipment, and travel associated with the repair or placement of the unit. The warranty period schedule of each individual system shall survive this contract as necessary to ensure warranty of one (1) full year, plus any extension(s) purchased. If optional extended warranty period(s) are purchased, then the base one (1)-year warranty period described herein shall be extended accordingly.
- B. YES\_\_\_ NO\_\_\_: Manufacturer shall provide a 48 hour or better on-site service response time.
- C. YES\_\_\_ NO\_\_\_: Toll-free technical support is available no less than eight hours per day, five days a week (Monday through Friday).
- D. YES\_\_\_ NO\_\_\_: Any shipping costs associated with the repair or placement of the unit or parts will be the responsibility of the vendor.
- E. YES\_\_\_ NO\_\_\_: 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: [karen.kwek@ohioattorneygeneral.gov](mailto:karen.kwek@ohioattorneygeneral.gov)

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 (Latest Edition)
- B. Price quote for Pflieger/Mauer/Weber Library (Latest Edition of MS Drug Library). Libraries must be made available as a right-to copy license (for agency's own use).
- C. Coursework, classes for GC/MS system and software operation at manufacturers training facility.

SPECIFICATIONS AND REQUIREMENTS (Cont'd.)

- D. Optional second year extended warranty (for year two). Extended manufacturer's warranty of one (1) year, to be effective after the initial one (1) year for a total of two (2) years of continuous manufacturer's warranty, and maintaining the same coverage, terms and conditions.
- E. Optional third year extended warranty (for year three). Extended manufacturer's warranty of one (1) year, to be effective after the initial two (2) years for a total of three (3) years of continuous manufacturer's warranty, and maintaining the same coverage, terms and conditions.

VII. DOCUMENTATION

A. MANDATORY WITH BID RESPONSE

- 1. All pages where Bidder must enter the information requested (with the exception of page 2).
  - a. Page 1: The Invitation to Bid front page, which includes the Bidder's Signature
  - b. Pages 9 through 12: The Specifications and Requirements, Sections III and IV, including where Bidder must indicate "Yes" or "No"
  - c. Page 14: The Price Schedule Page
- 2. To receive Ohio preference, Page 2 must be completed and submitted with the bid response.

Failure to submit the above documents (with the exception of page 2) may deem the bidder not responsive and no further consideration for award will be given.

B. REQUESTED WITH BID RESPONSE

- 1. Copy of completed Internal Revenue Service (IRS) form W-9, indicating the Taxpayer Identification Number (TIN). A web address to obtain the form is accessed through: <http://www.irs.gov/formspubs/index.html>  
If additional assistance is needed in completing the W-9 form, please contact the IRS at 1-800-829-1040.
- 2. The bidder must 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 not responsive and no further consideration will be given.
- 3. Supporting documentation indicating compliance to the Instructions, Terms and Conditions for Bidding, and Standard Contract Terms and Conditions, Supplemental Contract Terms and Conditions, Articles S-12 and S-13, Rev. 10-01-07. These may include, but are not limited to: Certificate of Insurance (Acord 25), copy of current Workers' Compensation Certificate (BWC), Declaration Regarding Material Assistance/Non-Assistance to a Terrorist Organization (DMA), Affirmative Action Program Verification (AAPV) letter of approval, and Registration with the Ohio Secretary of State, Charter/Registration Number.
- 3. Any information requested and supportive documentation related to this Invitation to Bid.

If documents in section B above are not submitted with the bid response, they may be requested during the bid evaluation. If requested during the bid evaluation, documents must be received within ten (10) calendar days of verbal or written request. Failure to provide requested documents by the deadline during evaluation may deem the bidder not responsive.

Contract Price Schedule begins on Page 22.

Page 14 was the location of the Bid Price Schedule in the Invitation to Bid.

The remainder of this page intentionally left blank.

## DEPARTMENT OF ADMINISTRATIVE SERVICES

### STANDARD TERMS AND CONDITIONS

#### EXECUTIVE ORDER 2010-09S

#### Banning the Expenditure of Public Funds on Offshore Services

September 3, 2010

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#### **I. EXECUTIVE ORDER REQUIREMENTS:**

The Contractor affirms to have read and understands Executive Order 2010-09S issued by Ohio Governor Ted Strickland and shall abide by those requirements in the performance of this Contract, and shall perform no services required under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following website: (<http://procure.ohio.gov/pdf/EO2010-09S.pdf>).

The Contractor also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Contractor or its subcontractors under this Contract, and no services shall be changed or shifted to a location(s) that are outside of the United States.

#### **II. TERMINATION, SANCTION, DAMAGES:**

If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and costs associated with the acquisition of substitute services from a third party.

If the State determines that actual and direct damages are uncertain or difficult to ascertain, the State in its sole discretion may recover a payment of liquidated damages in the amount of one percent (1%) of the value of the Contract.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor's cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

#### **III. ASSIGNMENT / DELEGATION:**

The Contractor will not assign any of its rights, nor delegate any of its duties and responsibilities under this Contract, without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.

CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

By the signature affixed to this response, the Bidder affirms, understands and will abide by the requirements of Executive Order 2010-09S issued by Ohio Governor Ted Strickland. If awarded a contract, the Bidder becomes the Contractor and affirms that both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States. The Executive Order is provided as an attachment and also is available at the following Web site: (<http://procure.ohio.gov/pdf/EO2010-09S.pdf>).

The Bidder shall provide all the name(s) and location(s) where services under this Contract will be performed in the spaces provided below or by attachment. If the Bidder will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces. Failure to provide this information as part of the bid response may deem the Bidder not responsive.

1. Principal location of business of Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Principal location of business of subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

2. Location where services will be performed by Contractor:

\_\_\_\_\_  
(Address) (City, State, Zip)

Name/Location where services will be performed by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

3. Location where state data will be stored, accessed, tested, maintained or backed-up, by Contractor:

\_\_\_\_\_  
(Address) (Address, City, State, Zip)

Name/Location(s) where state data will be stored, accessed, tested, maintained or backed-up by subcontractor(s):

\_\_\_\_\_  
(Name) (Address, City, State, Zip)

CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE (Cont'd.)

4. Location where services to be performed will be changed or shifted by Contractor:

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address, City, State, Zip)

Name/Location(s) where services will be changed or shifted to be performed by subcontractor(s):

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address, City, State, Zip)

ATTACHMENT A  
COPY OF EXECUTIVE ORDER 2010-09S



**TED STRICKLAND**  
GOVERNOR  
STATE OF OHIO

**Executive Order 2010-09S**

**Banning the Expenditure  
of Public Funds for Offshore Services**

1. **Ohio's Economic Vitality Necessitates Constant Vigilance in State Job Creation Efforts.** State officials and employees must at all times remain passionately focused on initiatives that will create and retain jobs in the United States in general and in Ohio, in particular, and must do so especially during Ohio's continuing efforts to recover from the recent global recession.
2. **No Public Funds Should be Spent on Services Provided Offshore.** Allowing public funds to pay for offshore services undermines economic development objectives and any such offshore services carry unacceptable quality and security risks.
  - a. **The Purchase of Offshore Services with Public Funds Undermines Economic Development and Other Job Creation and Retention Objectives.** The expenditure of public funds for services provided offshore deprives Ohioans and other Americans critical employment opportunities. It also undermines efforts to attract businesses to Ohio and retain them in Ohio, initiatives in which the State has invested heavily.
  - b. **The Purchase of Offshore Services Has Unacceptable Business Consequences.** The use of offshore service providers could pose unacceptable data security, and thus privacy and identity theft risks. There are pervasive service delivery problems with offshore providers, including dissatisfaction with the quality of their services and with the fact that services are being provided offshore. It is difficult and expensive to detect illegal activity and contract violations and to pursue legal recourse for poor performance or data security

ATTACHMENT A  
COPY OF EXECUTIVE ORDER 2010-09S (Cont'd.)

violations. The State's use of offshore service providers ill-serves the people of Ohio who are the primary consumers of the services provided by the State.

3. **Ohio's Policy Has Been – and Must Continue To Be – That Public Funds Should Not Be Spent on Services Provided Offshore.** Throughout my Administration, procurement procedures have been in place that restrict the purchase of offshore services. Despite these requirements, federal stimulus funds were recently used to purchase services from a domestic company which ultimately provided some of those services offshore. This incident was unacceptable and has caused me, through this Order, to redouble my commitment to ensure that public funds are not expended for offshore services.
4. **Additional Steps Will Ensure that Public Funds Are Not Spent on Services Provided Offshore.** In order to ensure that the State of Ohio makes no expenditures for services provided offshore, I hereby order the following:
  - a. No Cabinet Agency, Board or Commission (Executive Agency) shall enter into any contract which uses any funds within its control to purchase services which will be provided outside the United States. This Order applies to all funds in the custody of an Executive Agency, be they from state, federal, philanthropic or private sources. It applies to all purchases of service made directly by an Executive Agency and services provided by sub-contractors of those providing services purchased by an Executive Agency.
  - b. This Executive Order will be personally provided, by the Director, Chair or other chief executive official of each Executive Agency, to the Chief Procurement Officer or other individual at that entity responsible for contracts for services.
  - c. The Department of Administrative Services, through Ohio's Chief Procurement Officer (OCPO), shall have in place, by August 31, 2010, procedures to ensure all of the following:
    - i. All agency procurement officers, or the person with equivalent duties at each Executive Agency (APOs), have standard language in all Executive Agency contracts which:
      - (a) Reflect this Order's prohibition on the purchase of offshore services.
      - (b) Require service providers or prospective service providers to:

ATTACHMENT A  
COPY OF EXECUTIVE ORDER 2010-09S (Cont'd.)

- (i) Affirm that they understand and will abide by the requirements of this Order.
  - (ii) Disclose the location(s) where all services will be performed by any contractor or subcontractor.
  - (iii) Disclose the locations(s) where any state data associated with any of the services they are providing, or seek to provide, will be accessed, tested, maintained, backed-up or stored.
  - (iv) Disclose any shift in the location of any services being provided by the contractor or any subcontractor.
  - (v) Disclose the principal location of business for the contractor and all subcontractors who are supplying services to the state under the proposed contract.
- ii. All APOs are ensuring that all quotations, statements of work, and other such proposals for services affirm this Order's prohibition on the purchase of offshore services and include all of this Order's disclosure requirements.
    - (a) Any such proposal for services lacking the affirmation and disclosure requirements of this Order will not be considered.
    - (b) Any such proposal where the performance of services is proposed to be provided at a location outside the United States by the contractor or any sub-contractor, will not be considered.
  - iii. All procurement manuals, directives, policies, and procedures reflect the requirements of this Order.
  - iv. All APOs have adequate training which addresses the terms of this Order.
5. **Exceptions.** Nothing in this Order is intended to contradict any state or federal law. In addition, this Order does not apply to:
- a. Services necessary to support the efforts of the Department of Development Global Markets Division to attract jobs and business to the State of Ohio, including incidental services for the support of trade missions, payment of international staff, and services necessary for the operation of international offices.
  - b. Academic, instructional, educational, research or other services necessary to support the international missions of Ohio's public colleges and universities.

ATTACHMENT A  
COPY OF EXECUTIVE ORDER 2010-09S (Cont'd.)

6. I signed this Executive Order on August 6, 2010 in Columbus, Ohio and it will not expire unless rescinded.



*Ted Strickland*  
\_\_\_\_\_  
Ted Strickland, Governor

ATTEST:

\_\_\_\_\_  
Jennifer Brunner, Secretary of State

PRICE SCHEDULE PAGES

UNSPSC CODE NUMBERS: 41115404, 41115700

CONTRACTOR: Agilent Technologies

ITEM ID NUMBER	ITEM DESCRIPTION	COST PER UNIT 04/08/11-02/28/14
11317	GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM, INCLUDING MFR'S WARRANTY FOR ONE (1) YEAR	\$ 93,938.40

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 not responsive and no further consideration will be given.

ITEM ID NUMBER	OPTION	COST
11318	Wiley Library (Latest Edition)	\$ 10,460.80
	Pfleger/Mauer/Weber Library (Latest Edition of MS Drug Library)	\$ 8,392.00
	Coursework: Classes for GC/MS system and software operation at manufacturers training facility.	\$ 2,400.00
	Extended Manufacturer's Warranty for a second full year (2 years total)	\$ 2,947.20
	Extended Manufacturer's Warranty for a third full year (3 years total)	\$ 5,596.80

UNSPSC CODE NUMBERS: 41115404, 41115700

CONTRACTOR: PerkinElmer Health Sciences

ITEM ID NUMBER	ITEM DESCRIPTION	COST PER UNIT 04/08/11-02/28/14
11317	GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM, INCLUDING MFR'S WARRANTY FOR ONE (1) YEAR	\$ 56,984.80

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 not responsive and no further consideration will be given.

ITEM ID NUMBER	OPTION	COST
11318	Wiley Library (Latest Edition)	\$ 4,060.00
	Pfleger/Mauer/Weber Library (Latest Edition of MS Drug Library)	\$ 3,710.00
	Coursework: Classes for GC/MS system and software operation at manufacturers training facility.	\$ 0.00 (no charge)
	Extended Manufacturer's Warranty for a second full year	\$ 7,668.00
	Extended Manufacturer's Warranty for a third full year	\$ 7,668.00

PRICE SCHEDULE PAGES (Cont'd.)

UNSPSC CODE NUMBERS: 41115404, 41115700

CONTRACTOR: STILL UNDER EVALUATION - (TBD)

ITEM ID NUMBER	ITEM DESCRIPTION	COST PER UNIT 04/08/11-02/28/14
	GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM, INCLUDING MFR'S WARRANTY FOR ONE (1) YEAR	

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 not responsive and no further consideration will be given.

ITEM ID NUMBER	OPTION	COST
	Wiley Library (Latest Edition)	
	Pfleger/Mauer/Weber Library (Latest Edition of MS Drug Library)	
	Coursework: Classes for GC/MS system and software operation at manufacturers training facility.	
	Extended Manufacturer's Warranty for a second full year	
	Extended Manufacturer's Warranty for a third full year	

UNSPSC CODE NUMBERS: 41115404, 41115700

CONTRACTOR: STILL UNDER EVALUATION - (TBD)

ITEM ID NUMBER	ITEM DESCRIPTION	COST PER UNIT 04/08/11-02/28/14
	GAS CHROMATOGRAPHY / MASS SPECTROMETRY SYSTEM, INCLUDING MFR'S WARRANTY FOR ONE (1) YEAR	

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 not responsive and no further consideration will be given.

ITEM ID NUMBER	OPTION	COST
	Wiley Library (Latest Edition)	
	Pfleger/Mauer/Weber Library (Latest Edition of MS Drug Library)	
	Coursework: Classes for GC/MS system and software operation at manufacturers training facility.	
	Extended Manufacturer's Warranty for a second full year	
	Extended Manufacturer's Warranty for a third full year	

CONTRACTOR INDEX

CONTRACTOR

84758  
Agilent Technologies, Inc.  
2850 Centerville Road  
Wilmington, DE 19808

REMITTANCE ADDRESS:  
Agilent Technologies, Inc.  
4187 Collections Center Drive  
Chicago, IL 60693

CONTRACTOR'S CONTACT: Sandra Beal

Contractor's preferred method of receiving purchase orders.: E-mail

BID CONTRACT NO.: OT906611-1 (02/28/14)

TERMS: Net 30 Days

DELIVERY: As Specified

Toll Free: (800) 227-9770  
FAX: (302) 993-5941  
E-mail address: lscabids@agilent.com

CONTRACTOR

Vendor ID # 1875  
PerkinElmer Health Sciences, Inc  
710 Bridgeport Avenue  
Shelton, CT 06484

CONTRACTOR'S CONTACT: Robert Stroyne

Contractor's preferred method of receiving purchase orders.: FAX

BID CONTRACT NO.: OT906611-2 (02/28/14)

TERMS: Net 30 Days

DELIVERY: As Specified

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

SUMMARY OF AMENDMENTS

Amendment Number	Revision Date	Description
1	12/01/13	To advise the contract will not be renewed beyond the current expiration date of 02/28/14. Thereafter, agency shall procure using its direct procurement authority, in accordance with Ohio Revised Code Section 125.05.