

# INVITATION TO BID

State of Ohio  
Department of Administrative Services  
General Services Division  
Office of Procurement Services

The original signed bid must be submitted to the Office of Procurement Services to receive consideration for award.		BIDDER NAME	
BID NUMBER <b>0B100514</b>	OPENING DATE (1:00 p.m.) <b>February 3, 2014</b>	STREET ADDRESS <input type="checkbox"/> Check if remit address is different and list on separate sheet	
General Services Division Office of Procurement Services 4200 Surface Road Columbus, OH 43228-1395  Attn: Bid Desk		CITY STATE ZIP	
		COUNTY	MBE/EDGE CERTIFICATE NUMBER
		TELEPHONE NO. ( )	TOLL FREE NO. 1 - ( )
		CONTACT PERSON	FAX NO. ( )
REQ./INDEX NO. <b>DOH2765</b>	BID NOTICE DATE <b>1/7/14</b>	CONTRACTOR'S E-MAIL ADDRESS	
SELECT YOUR PREFERRED METHOD OF RECEIVING PURCHASE ORDERS AND ENTER THE E-MAIL OR FAX NUMBER INFORMATION (ONLY SELECT ONE METHOD)			
<input type="checkbox"/> E-Mail <input type="checkbox"/> Fax			
In addition to the standard terms for payment, the payment terms for state agency(ies) will be 2%, 10 Days, Net 30 Days unless otherwise stated in the following space. If no discount is offered, bidder should circle "Net 30 Days". _____%, _____ Days, Net 30 Days			
BILL TO: Ohio Department of Health Accounts Payable P.O. Box 118 Columbus, Ohio 43216-0118		SHIP TO: Ohio Department of Health Laboratory 8995 E. Main Street Reynoldsburg, OH 43068	
DELIVERY REQUESTED F.O.B./DEST. P.P.D. <b>8 Weeks A.R.O.</b>		DELIVERY OFFERED (IF DIFFERENT) F.O.B./DEST.P.P.D. _____	
<p><b>THE DEPARTMENT OF ADMINISTRATIVE SERVICES, OFFICE OF PROCUREMENT SERVICES IS SOLICITING BIDS FOR:</b></p> <p><b>MALDI-TOF BASED MICROORGANISM IDENTIFICATION SYSTEM</b></p> <p><b>QUANTITY AND DURATION:</b> This Invitation to Bid, which is not a contract, is considered to be a one-time procurement offer for the product(s)/service(s) as listed herein. The successful Contractor may commence performance of the awarded contract upon receipt of an official state of Ohio Purchase Order (ADM0523/ORDE). Upon completion of the contract and upon receipt of proper invoices, payment will be provided by the ordering agency. The contract will then be considered as complete and no further purchases may be placed against the contract. With the exception of approved overrun/underrun tolerances, any deviations from the quantity listed in the awarded contract shall not be permissible nor acceptable.</p> <p><b>INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDING; STANDARD CONTRACT TERMS AND CONDITIONS; AND SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS, Rev. 10/2013</b> are a part of this Invitation to Bid. Copies may be downloaded by clicking on this link: <a href="#">Instructions: Terms and Conditions for Bidding, Standard Contract Terms and Conditions, and Supplemental Contract Terms and Conditions</a>. All prior versions of Instructions to Bidders, Contract Terms and Conditions are null and void.</p> <p>Any questions or clarifications regarding this Invitation to Bid should be directed to the Office of Procurement Services through the Internet at <a href="http://www.ohio.gov/procure">www.ohio.gov/procure</a>. All questions should be submitted a minimum of five (5) working days prior to the bid opening date.</p>			
PRINTED/TYPED SIGNATURE		AUTHORIZED SIGNATURE (ORIGINAL SIGNATURE ONLY) (Please sign in blue ink)	DATE

The original signed bid must be submitted to the Office of Procurement Services by 1:00 o'clock p.m. on the above listed opening date to receive consideration for award. It is requested that the bidder not sign their bid in black ink. Bidder certifies, by signature affixed to its bid, that the information provided by it in its bid including the certified statements, is accurate and complete. Bidder declares to have read and understood and agrees to be bound by all of the instructions, terms, conditions and specifications of this Invitation to Bid and agrees to fulfill the requirements of any awarded contract at the prices bid.



PRICE SCHEDULE

Bidders shall not insert a unit cost more than 3 digits after the decimal point. Digit(s) beyond 3, after the decimal point, shall be dropped by the Office of Procurement Services and not used in evaluation and any subsequent order.

ITEM NO.	QTY.	UNIT	DESCRIPTION	COST
1.	1	EA	MALDI-TOF Mass Spectroscopy	\$
2.	1	EA	Library Data Bases (To Include: FDA Approved Library, RUO Library, Mycobacteria Reference Library, Fungi Library, Biosecurity Library)	\$
3.	1	EA	One year Extended Warranty	\$

SPECIFICATION COMPLIANCE

The bidder must note below how non-compliance with the specification will affect the overall performance of the fully functional system described herein. The bidder must justify the exception to the specification. Failure to comply may deem the bid non-responsive.

CATEGORY	DIFFERENCES IN SPECIFICATIONS
INSTRUMENT	
DATA SYSTEM AND SOFTWARE	
INSTALLATION AND SUPPORT	
WARRANTY AND SERVICE	
EXTENDED WARRANTY	

### SPECIAL CONTRACT TERMS AND CONDITIONS

**DELIVERY AND ACCEPTANCE:** Supplies will be delivered to the participating agency within eight (8) weeks 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.

**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.

**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.

**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.

**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 Procurement Services. Failure to provide mandatory submissions with the bid response or failure to provide the required documentation/materials, as applicable, within the stated time period will result in the bidder being deemed as not responsive and the bid response will be immediately disqualified with no further consideration given for potential awarding of the contract.

For specific submission requirements, bidders should refer to Specifications and Requirements for 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.

**EXCEPTIONS:** Any exceptions to these specifications must be explicitly detailed in the bidder's response. Exceptions will not disqualify a bidder's response, except in cases where specifically noted. It is the intention of the State to fully evaluate all acceptable alternate equal bid responses that meet the overall requirements of these specifications. State personnel will evaluate exceptions to determine whether variances are material enough to represent a violation of the specification intent or would give the bidder a competitive advantage. However, exceptions to the stated levels of performance, reliability, and timeliness would represent such a violation of the intent of these specifications that would necessitate rejection of the bid response.

The contractor shall supply a unit which includes all equipment necessary, to provide a unit which is safe and complete, including any items which are not mentioned but necessary. Any deviation from these specifications must be stated in writing and included as an attachment to the bid response.

**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](http://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 inquires 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.

SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

MANUFACTURER IDENTIFICATION OF COMMODITY: All bidders are to indicate in the spaces below the manufacturer's name plus the model, brand and style number for product bid. Failure to comply with this stipulation may result in the bidder being deemed as not responsive

Manufacturer: \_\_\_\_\_

Model No.: \_\_\_\_\_

Contains recycled materials – Yes or No: \_\_\_\_\_, if Yes, \_\_\_\_\_%.

MATERIAL AND WORKMANSHIP: All material will be new and the work will be performed in a skillful and workmanlike manner. Both material and workmanship is subject to inspection by the governmental agency or his duly authorized representative, who may require the contractor to correct defective workmanship or materials without cost to the governmental agency.

AUTHORIZED DEALER: Bidders responding to this bid will be authorized dealers for/or the manufacturers of the products they are offering. Bidders are requested to submit, with the bid, certification attesting to the fact that they are authorized dealers for/or the manufacturers. This certification is to be on manufacturer's letterhead, signed by a duly authorized representative of the manufacturer. Failure to submit this certification may result in the bidder being deemed as not responsive.

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/service in unit quantity(s) as indicated in the bid/bid response/contract.

EVALUATION: Bids will be evaluated in accordance with Article I-17 of the "Instructions to Bidders". The State will add the amounts for item numbers one (1) and two (2) to arrive at a net lot total for the purchase. The net lot total amount shall be the value used in the bid evaluation.

CONTRACT AWARD: The contract will be awarded to the lowest responsive and responsible bidder by low net lot total.

BID AUTOMOBILE INSURANCE 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.

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

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


SPECIAL CONTRACT TERMS AND CONDITIONS (Continued)

By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that 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 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.

DISCLOSURE OF SERVICE PROVIDERS (See Standard Contract Terms and Conditions, Section [Roman Numeral] V. General Provisions:, Paragraph G.): [For Services Contracts]

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

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

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

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

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

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By the signature affixed to Page 1 of this Bid, Bidder hereby certifies that 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, locations where 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.

CONTRACTOR / SUBCONTRACTOR AFFIRMATION AND DISCLOSURE

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

STANDARD AFFIRMATION AND DISCLOSURE FORM

EXECUTIVE ORDER 2011-12K

Governing the Expenditure of Public Funds on Offshore Services

By the signature affixed hereto, the Contractor affirms, understands and will abide by the requirements of Executive Order 2011-12K. If awarded a contract, both the Contractor and any of its subcontractors shall perform no services requested under this Contract outside of the United States.

The Contractor 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. Failure to provide this information may subject the Contractor to sanctions. If the Contractor will not be using subcontractors, indicate "Not Applicable" in the appropriate spaces.

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 also affirms, understands and agrees that Contractor and its subcontractors are under a duty to disclose to the State any change or shift in location of services performed by Contractor or its subcontractors before, during and after execution of any contract with the State. Contractor agrees it shall so notify the State immediately of any such change or shift in location of its services. The State has the right to immediately terminate the contract, unless a duly signed waiver from the State has been attained by the Contractor to perform the services outside the United States.

On behalf of the Contractor, I acknowledge that I am duly authorized to execute this Affirmation and Disclosure form and have read and understand that this form is part of any Contract that Contractor may enter into with the State and is incorporated therein.

By: \_\_\_\_\_  
Contractor

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## SPECIFICATIONS

### I. SCOPE

The State of Ohio, Department of Administrative Services, Office of Procurement Services, on behalf of the Ohio Department of Health, is seeking bids for a Matrix Assisted Laser Desorption Ionization – Time of Flight Mass Spectrometry or MALDI-TOF system. The technology is mass spectroscopy based and is used in the identification of microorganisms.

The procurement of the MALDI-TOF Mass Spectroscopy shall include all equipment necessary to provide a system which is safe, complete, and fully functional (including any items and services which are not mentioned but necessary), plus installation and support services compliant with the specifications and requirements listed herein. The awarded contractor shall supply staff training, equipment warranty, and maintenance service as also described herein.

In principle, a small amount of growth of a microorganism is applied (spotted) to a slide. The spot is subjected to a laser beam resulting in the ionization of cellular constituents, including proteins within the microorganism, of various sizes. The ionized constituents travel down a pathway which helps to separate the materials based on size. The materials then enter a mass spectrometer where the amounts of similar sized materials, in this case cellular proteins, are quantified. The quantities of each are measured resulting in a spectrum that is characteristic of microorganisms. The spectrum determined for the unknown microorganism is then compared to a library of spectra of known microorganisms. The software, developed by the manufacturer, then calculates a probability of a match of the unknown microorganism to a known microorganism in the library. The quality of the identification is based in large part on the quality of the library to which the unknown is being compared.

### II. SPECIFICATIONS AND REQUIREMENTS

DATA SHEET: Shown below are the requirements for equipment that the state desires to purchase. These specifications are only considered as necessary to establish functional requirements. Proprietary design, exact dimensions, capabilities, or restrictive features will not preclude acceptance of other recognized alternates meeting comparable performance requirements as determined by the Director, Department of Administrative Services.

#### A. INSTRUMENT

1. MALDI-Time-Of-Flight Mass Spectrometry Analytical Instrument to identify and differentiate bacteria from an isolated colony.
2. Powered by a single standard US110 VAC power cord.
3. Self-cleaning ion source via automated software-controlled IR laser heating without breaking vacuum and complete in about fifteen (15) minutes (to reduce maintenance and service requirements).
4. Gridless ion source.
5. Sixty (60) Hz nitrogen cartridge laser directed to target via fiber optic cable (to reduce maintenance and service requirements). Includes variable power attenuator and UV optics.
6. Oil-free diaphragm roughing pump (for ultra-quiet operation and reduced maintenance and service requirements).
7. Advanced pulsed ion extraction to provide highest-possible mass resolution over extended mass range.
8. Sixty (60) Hz variable from one (1) to sixty (60) Hz including N<sub>2</sub>-Cartridge-Laser with variable power attenuator and fiber-optic transmission from laser source to avoid optimization of laser transmission via lenses.
9. Reusable-target and disposable-target options must be available.
10. Fast (~2 minutes) target loading and removal from instrument (improves overall time-to-result).
11. Service contracts must be available that include unlimited labor and guaranteed on-site engineer within two (2) working days (Monday through Friday within the business hours of 8:00am to 5:00pm).
12. Provide for updated hardware architecture and software as may be required by FDA-approval of the system.

#### B. DATA SYSTEM AND SOFTWARE

1. Computer system to include LCD display monitor, laser printer and CPU.
2. Software package and future software upgrades for mass spectrometer control, data acquisition and processing.
  - a. Automated software control to limit laser shots to minimum required for reliable pattern matching/organism ID (to reduce time-to-result and maximize laser lifetime).
  - b. Bioinformatics software for microorganism identification and classification based on MALDI-TOF MS profile spectra.

SPECIFICATIONS (Continued)

- c. Analytical software used in microorganism identification to be provided by the same manufacturer as the analytical instrument to ensure interoperability and single point of contact for the system.
  3. Libraries
    - a. All spectra in manufacturer developed libraries created following manufacturer's sample preparation protocols as recommended for preparation of unknown organisms to ensure reproducibility.
    - b. Library Data Bases (To include: FDA-approved Library, RUO Library, Mycobacteria Reference Library, Fungi Library, Biosecurity Library.)
    - c. The system must include an open database to enable its users to create their own library entries from microorganisms and have the ability to share libraries with other MALDI-TOF users.
    - d. Provide FDA-approved library at no additional cost as they become available.
  4. Open platform for integration into clinical microbiology laboratory workflows where multiple systems are used, e.g., antibiotic susceptibility testing, LIS reporting, etc.
  5. Potential to integrate additional tablet PCs for high-volume workflows.
- C. INSTALLATION AND SUPPORT
1. Deliver a fully functional system to the participating agency, within eight (8) weeks after receipt of purchase order.
  2. Provide unpacking, set up, demonstrate the specified performance, and on-site initial familiarization training to thoroughly familiarize users with proper operation and routine maintenance within ten (10) business days of delivery of a fully functional system.
  3. Provide 8 hours of in depth training for the software, set-up, and operation, once the system has been installed and meeting the manufacturer's published specifications, within ten (10) business days of final installation of a fully functional system. Training will be at the installation site. Provide any necessary extended training as required on or off site.
- D. WARRANTY AND SERVICE
1. Quoted price shall include a manufacturer's warranty of one (1) year for the entire system, to commence at the completion of the installation and agreement by operators that the instrument is working properly and fully functional. During the warranty period, the 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.
  2. During the warranty period, supplier's technicians shall perform a minimum of two (2) preventive and/or required maintenance service visits for cleaning, inspection, adjustment, and repair of all instrument components as necessary, at no additional cost. Unlimited emergency service shall be provided, during the warranty period, at no additional cost: Supplier shall provide a four (4) hour or better initial contact, via phone communication, and on-site service response with trained technicians (service engineers) within 24 hours.
  3. Warranty period shall include two (2) vendor developed library updates provided electronically.
  4. The supplier shall provide a technical support line for direct telephone consultation no less than eight hours per day, five days a week.
- E. EXTENDED WARRANTY
1. A price shall be given for a manufacturer's one (1) year extended warranty for the entire system, to commence at the completion the manufacturer's warranty period. The instrument shall continue to work properly and be fully functional. During the extended warranty period, the supplier shall assume responsibility for any and all defects in materials, workmanship and performance, and the extended warranty period shall cover parts, labor, shipment, and travel associated with the repair or placement of the unit. If system is not able to be repaired within five (5) calendar days, the supplier shall provide a temporary replacement at no additional cost. If the system is not repairable within a 30 calendar day period, the supplier shall provide a new replacement unit of equal or greater value at no cost.
  2. Extended one year warranty shall include two (2) vendor developed library updates provided electronically.
- F. COMPLIANCE
1. Bidder signifies compliance with all specifications listed above unless otherwise noted on page three (3) of this document. The bidder must note how non-compliance with the specification will affect the overall performance of the fully functional system described herein. The bidder must justify the exception to the specification. Failure to comply may deem the bid not-responsive.