



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
**AGR0926**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**RON PRICE**  
**304-558-0492**

RFQ COPY

TYPE NAME/ADDRESS HERE

SHIP TO

DEPARTMENT OF AGRICULTURE  
 BUILDINGS & GROUNDS DIVISION  
 BUILDING 17  
 4720 BRENDA LANE  
 CHARLESTON, WV  
 25312 304-558-2221

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2009				

BID OPENING DATE: **05/28/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		493-11		
<p><b>GAS CHROMATOGRAPH</b></p> <p>GAS CHROMATOGRAPH (GC) SYSTEM WITH DUAL ELECTRON CAPTURE DETECTORS (ECDs); SPLIT/SPLITLESS CAPILLARY INJECTOR WITH ELECTRONIC FLOW CONTROL; AUTOINJECTOR TOWER WITH CAROUSEL; DESKTOP COMPUTER WITH MOST CURRENT VERSION OF WINDOW XP, DELL DIMENSION, OR EQUIVALENT, MINIMUM 2 GB RAM, MINIMUM 10 GB HARD DRIVE STORAGE, 12-24X CD ROM, 17" FLAT PANEL MONITOR, 2 BUTTON MOUSE MOUSE WITH SCROLL, KEYBOARD, INTEGRATED ETHERNET, MINIMUM 3 USB PORTS, COLOR INKJET PRINTER, GC, AUTOSAMPLER, AND DATA HANDLING OPERATING SOFTWARE LOADED ONTO THE COMPTER; RESTEK OR EQUIVALENT RTX-PESTICIDE 1 AND RTX-PESTICIDE 2 COLUMNS, 30 M; UNIVERSAL ANGLED "Y" PRESS-TIGHT CONNECTOR.</p> <p>ADDITIONAL SPECIFICATIONS ARE ATTACHED</p> <p>ALL BIDDERS SHOULD PROVIDE COPIES OF SPECIFICATION SHEETS WITH THEIR BID.</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS  
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

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**INSTRUCTIONS TO BIDDERS**

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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BID OPENING DATE: 05/28/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: RP-41</p> <p>RFQ. NO.: AGR0926</p> <p>BID OPENING DATE: 5/28/09</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY):</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ AGR0926 ***** TOTAL: _____</p>						

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SIGNATURE	TELEPHONE	DATE	
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## WEST VIRGINIA DEPARTMENT OF AGRICULTURE

### GAS CHROMATOGRAPH SYSTEM

The West Virginia Department of Agriculture (WVDA) seeks to purchase one (1) complete gas chromatograph system. This equipment is to be purchased as a package, delivered, and installed in the Pesticide Residue Laboratory at the Gus R. Douglass Agricultural Center at Guthrie, near Charleston, WV. The system must meet the specifications indicated in the following sections.

The gas chromatograph system must have the following features as specified:

- GC with dual electron capture detectors (ECDs)
- Split/Splitless capillary injector with electronic flow control
- Autoinjector tower with carousel
- Desktop computer with the most current version of Windows XP; Dell Dimension or equivalent; minimum 2 GB RAM; minimum 10 GB hard drive storage; 12-24X CD ROM; 17" flat panel monitor; 2 button mouse with scroll; keyboard; integrated Ethernet; USB ports, 3 minimum; color inkjet printer
- GC, autosampler, and data handling operating software loaded onto the desktop computer
- Restek or equivalent RTX-Pesticide 1 and RTX-Pesticide 2 columns, 30 m
- Universal angled "Y" press-tight connector

The GC with dual electron capture detectors must have the following specifications:

1. The GC must be able to install a minimum of two injectors and at least two detectors with all standard detectors mounted under the GC top deck including FID, TCD, NPD, ECD and FPD.
2. The system sensitivity is of critical importance and the ECD detectors must meet the following minimum specifications:
  - a. ECD - Operational temperature range, minimum: up to 350°C; Detection limit, minimum: 8fg/s (g-BHC); Dynamic range, minimum: 10<sup>4</sup>
3. The column flow control must be electronically controllable from the software or GC keypad. The electronic flow control must be able to control the carrier flow in constant linear velocity mode to achieve the optimal column performance. The split/splitless injection system must be backpressure regulated to maintain the best retention time stability. All detector gases must be electronically controlled as well as the septum purge and split values.

4. The electronic flow control must have room temperature and ambient pressure compensation and have performance specifications for C12 of a minimum of 0.2 % RSD for 10 repeated injection area counts with the standard autosampler.
5. The GC and autosampler system must be able to be controlled from any location by internet TCP/IP protocol.
6. The GC oven must be capable of cool-down to enhance method productivity:
  - a. Oven must cool down from 450°C to 50°C in less than ten (10) minutes, maximum.

**The autoinjector tower with carousel must have the following specifications:**

1. The carousel must accommodate at least a minimum of 10 vials of 2 ml capacity, minimum.
2. The single tower must be capable of accessing two injectors without removal.

**The hardware must have the following specifications:**

1. Desktop computer with most current version of Windows XP, Dell Dimension or equivalent.
2. Minimum of: 2 GB RAM; 10 GB hard drive storage.
3. 12-24X CD ROM.
4. Minimum 17" flat panel monitor.
5. Two (2) button mouse with scroll.
6. Keyboard.
7. Integrated Ethernet required.
8. Minimum of 3 USB ports.
9. Color inkjet printer.
10. All data handling software must be loaded onto the computer.

**The operating software must have the following specifications:**

1. The GC must control all functions of the standard autosampler with no external connections to the data station for best reliability. The autosampler must also be controlled from the GC keypad interface including all parameters and batch processing for use flexibility.
2. Up to four GC's with up to 2 detectors each must be able to be operated by the control software.
3. All instrument controls must be from one window to include all configuration, GC analytical conditions, batch automated sample handling software to minimize initial startup training time and future user training.

## CUSTOMER SUPPORT

- **Warranty:** The warranty period shall be for a minimum of one year and include parts, labor, special services, travel, and preventive maintenance for one year from date of on-site installation at no expense to the purchaser. Quotation shall include an optional four additional years of premium service coverage for parts, labor, special services, travel, and preventive maintenance for a total of five years of service coverage. This warranty and service plan shall cover the GC instrument, hardware, and software.
- **Loaner instrumentation:** Vendor must provide loaner instrumentation, at no charge to the purchaser, during the warranted period should instrumentation need to be sent out for repairs.
- **On-site installation:** Vendor shall deliver and provide on-site installation (labor and supplies included) of the system at no charge to the WV Department of Agriculture. No freight fees shall be charged to the purchaser.
- **Post-Installation Training:** Must provide on-site method development training to cover, at a *minimum*, methods set-up and fine-tuning, quantitation and report generation. On-site training (labor and non-consumable supplies included) shall be provided until all users feel comfortable with the system and must be at no charge to the WV Department of Agriculture.
- **Service and support of the instrument:** Must be available 24 hours a day, 7 days a week for on demand calls by a technician trained by the instrument manufacturer. Technical support/assistance shall be available toll free for on demand calls as well.

## GENERAL REQUIREMENTS

- **Manuals:** Two (2) copies of all system manuals (operation, training, technical, service maintenance, etc.) shall be provided at no charge to the WV Department of Agriculture.
- **Updates/Upgrades:** For the life of the instrument, future updates/upgrades to all software must be included at no additional charge. All engineering updates and reliability enhancements for life of instrument shall be provided at no additional cost.

# VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

- 1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
 Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
- 2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 3. **Application is made for 2.5% resident vendor preference for the reason checked:**  
 Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
- 4. **Application is made for 5% resident vendor preference for the reason checked:**  
 Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
- 5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
- 6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
 Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

Bidder: \_\_\_\_\_ Signed: \_\_\_\_\_

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

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

*West Virginia Code* §5A-3-10a provides that: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code*. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the *West Virginia Code* and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the *West Virginia Code* may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**LICENSING:**

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

**CONFIDENTIALITY:**

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (*West Virginia Code* §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_