



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
DPS0902

PAGE
I

ADDRESS CORRESPONDENCE TO ATTENTION OF
JOHN ABBOTT 304-558-2544

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE

SHIP TO

WEST VIRGINIA STATE POLICE

 725 JEFFERSON ROAD
 SOUTH CHARLESTON, WV
 25309-1698

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
09/15/2008				

BID OPENING DATE: 10/02/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		493-11		
CHROMATOGRAPHS, GAS PROVIDE A GAS CHROMATOGRAPHY SYSTEM FOR THE WEST VIRGINIA STATE POLICE TOXICOLOGY SECTION, SOUTH CHARLESTON, WV, PER THE SPECIFICATIONS. QUOTATION SHALL INCLUDE THE GAS CHROMATOGRAPHY SYSTEM, DELIVERY, AND INSTALLATION; AND ANY/ALL INCIDENTAL PARTS AND SUPPLIES FOR A FULLY FUNCTIONAL SYSTEM. NOTICE A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130 THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER: JOHN ABBOTT-----						

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."

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				RFQ. NO.:	DPS0902-----	
				BID OPENING DATE:	10/02/2008-----	
				BID OPENING TIME:	1:30 PM-----	
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						

CONTACT PERSON (PLEASE PRINT CLEARLY):						

***** THIS IS THE END OF RFQ DPS0902 ***** TOTAL:						_____

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The West Virginia State Police are soliciting bids for a Gas Chromatography system for the Toxicology Section of the Forensic Laboratory.

All bids must include the following specifications.

- Furnish and install all components of gas chromatograph
- Furnish and install all components of the headspace auto sampler
- Furnish and install corresponding data handling system including computer, cables, connections, software, operating software, hardware, and all components to make it fully operational
- All Freight costs

GAS CHROMATOGRAPH SYSTEM SHALL CONSIST OF THE FOLLOWING:

Gas Chromatograph with capillary S/SI electronic pressure controlled injector with automatic shutdown capabilities in case of a leak, one Flame Ionization Detector, one column (blood alcohol column), one headspace autosampler system, all controls and accessories with autosampler system including, bottles, connections, cables, labels, transfer lines, interfaces, software, hardware, etc.

Headspace auto sampler:

Sample capacity: Sample tray holds 70 vials in tray. Twelve position oven for optimized sample overlapping constant time heating.

Sample vials: Standard crimp top or screw cap vial, 10ml or 20ml. No adaptor required for 10ml sample vials.

Mode of operation:

Shaking with choice of off, low, or high

Constant heating time mode for each sample. Overlapping up to 12 vials for maximized sample throughput.

Multiple headspace extraction mode, with up to 100 extractions per vial for method development and validation or for analysis of sample in unusual matrices.

Multiple headspace extraction concentration mode, with up to 10 extractions per vial followed by on GC start after the last extraction to increase sensitivity.

Zone Temperatures

Oven heating from 40 degrees C to 230 degrees C in 1 degree increments

0.5 to 999 minutes in 0.1 minute increments

Loop/valve heating from 45 degrees C to 250 degrees C

Transfer line heating from 50 degrees C to 250 degrees C

Sample Pathway: Inert deactivated path from sample needle to transfer line. Transfer line length of 85 cm. Sample loop of 1ml standard with 3ml option.

Pneumatic Control:

In unit switch connection between : Built in manual pneumatics (pressure regulator and flow controller) and GC built in electronic pneumatic control.

Communications: LAN; RS-232; Remote start/stop

Interfacing with GC: Volatile inlet or other standard GC inlet

System Control:

Control and monitoring by full function control keypad and built in multiline display. Features:

- Parameter set up
- Store up to four user defined headspace methods
- Detailed power on self test
- Built in leak test routine
- Update firmware via LAN or RS-232
- Monitor set and actual values, as well as operator status

GC Chemstation:

Integrated control/Data system. Headspace parameters are part of a GC method. Using a GC Chemstation sequence table to track sample from sampling to analysis. Event log function records every step of headspace events. FDA 21 CFR part 11 compliant.

Dimensions:

- Height 55.5 cm
- Width 46.0 cm
- Depth 63.5 cm

Environmental Conditions:

- Operation: 10 to 35 degrees C
- Storage: -40 to 65 degree C
- Humidity: 5% to 95%
- Line voltage: 100-340 V \pm 10%
- Power requirement: 750 VA maximum

Gas Chromatograph:

Column Oven: Oven power must turn-off automatically when the lid/door is open. An automatic carrier shutoff in the inlet pressure drops significantly must be built-in.

- Temperature programming rates must exceed 100 degrees C per minute at starting oven temperatures up to 100 degree C
- Operating range must be from 10 degrees C above ambient and from -20 degrees C up with cryogenic cooling
- Six temperature programming ramps must be available
- Column bleed compensation must be built into the electronics

Ambient rejection must be <0.01 degree C per 1 degree C ambient change to ensure accurate and reproducible retention times

Split/Splitless inlet:

Electronic pneumatic control of carrier, split and septum purge gases, including electronic ON/OFF
Digital flow and pressure set point entry
Split and septum purge flow can be changed without changing the column flow
Total flow of up to 1000ml/min through the inlet
Gas saver mode must be built in
Constant flow or constant pressure can be selected for the carrier
Three column flow or pressure programming ramps can be set

Programmable cool on-column inlet:

Electronic pressure/flow control
375 degree C maximum operating temperature
Three temperature program rates or oven track mode
Pressure setting range: 0-100 psi
Total flow setting range: 0-100 ml/min

Programmable temperature vaporizer:

Electronic pressure/flow control
375 degree C maximum operating temperature
Three temperature program rates
Temperature ramp rates: 0.1-720 degree C/min
Pressure setting range: 0-100 psi
Total flow setting range:
 0-200 ml/min N₂
 0-1000 ml/min H₂ or He
Cryogenic cooling fluid: LCO₂
Available with Gerstel septumless head or septum head

Flame Ionization Detector:

Minimum detectable limit for propane: <5 pg C/sec using N₂ carrier
Linear dynamic range 10^7 using N₂ carrier
Electronic auto-ranging
Automatic flame ignition, and reignition if there is a flame-out
Electronic pneumatic control of make-up, H₂, and air flows (with electronic ON/OFF)
Data acquisition rate up to 200MHz

Auxiliary Pneumatic Control:

Three independent pressure-controlled channels
 Settable pressure increments: 0.01 psi
 Maximum pressure: 100 psi
 Maximum pressure ramp rate when configured as an inlet: 150 psi/min

Operation

Must provide instrument run control using up to 5 pre-stored methods
 Can be lock so that only START and STOP keys are active
 Must be a graphical interface, removable, permitting methods to be transported between instruments
 Must provide complete GC and AutoInjector control
 Must provide real time signal plot capability for a detector signal
 PC card may be installed to provide additional method storage

Communications

LAN communication built in
 RS-232-C communication built in

Features

Must not exceed 283 mm in width
 Must have has sampling, liquid sampling, and multistream valving capability
 Log book to provide a graphical listing of the last 50 significant events
 Internal diagnostics must permit the user to determine if specific areas of the instrument are operating normally
 Run Log to record up to 50 potential errors that occurred during the last analytical run
 Run time and Clock time programming must be built in;
 Plugs in standard 15 amp service outlet (120V version)

Laser printer – Laserjet P3005D or equivalent

17 inch flat panel monitor – HP L1710 or equivalent

All accessories, hardware, software, software packages, cables, etc. for the entire system to be fully operational in every aspect

Sixty days allowed for delivery and installation. Installation must be performed by factory trained service personnel.

Standard manufacturer's warranty will be provided to include parts, parts exchange, freight costs for parts, labor, transportation, and all expenses involved for all components

being bid on for a total of twelve months. All services will be performed by the successful vendor. Local on-site service must be available. Remedial service shall be provided within three working days from the time of request. There shall be access to a toll free "800" number for immediate service support.

A tuition-free course for one person concerning the operation and maintenance of the system will be provided by the successful vendor at their location

After system installation, the successful vendor will provide on-site training covering the operation of the system to all chemists involved at our location in South Charleston, WV

All items shipped to the West Virginia State Police must come from one vendor including all OEM components

Service must include total coverage for all equipment delivered to the West Virginia State Police

Any deviation from these specifications will result in the bid being non-responsive.

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:

West Virginia Code §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A 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. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: _____

Authorized Signature: _____ Date: _____