

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

| | |
|--|---|
| IFB Number: SP-15-0087 | Buyer: Judy Shirley, CPPB Email: judy.shirley@dfa.arkansas.gov |
| Commodity: Laboratory Equipment Agency: Arkansas Dept. of Environmental Quality | Bid Opening Date: April 9, 2015 |
| Date Issued: March 23, 2015 | Bid Opening Time: 1:00:00 p.m. CDT |

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

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|---|---|
| MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316 | BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 |
|---|---|

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 2 of 18

| | |
|--------------------|-------------------|
| TYPE OF CONTRACT: | FIRM |
| AGENCY P.R. NUMBER | 1000704944 |

- 1. MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

- 2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

- 3. TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the vendor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
Integrating into networks used to share communications among employees, program participants, and the public;
and
Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 3 of 18

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

- 4. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM:** The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.
- 5. ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
- 6. REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
- 7. DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
- 8. ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.
- 9. ANTICIPATION TO AWARD:** After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.
- 10. PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
- 11. VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 4 of 18

Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

12. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Bidders should complete the Disclosure Forms issued with this bid.

13. CURRENCY: All bid pricing must be United States dollars and cents.

14. LANGUAGE: Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Environmental Quality (ADEQ) to obtain pricing and a FIRM purchase of a Simultaneous Inductively Coupled Plasma Optical Emission Spectrometer.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Judy Shirley, CPPB (BUYER) at 501-324-9316 or email: judy.shirley@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

1. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.

2. Vendors must submit one (1) signed original IFB response on or before the date specified on page one.

Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.

3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:

- a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
- b. Failure to sign an Official Bid Document.
- c. Failure to complete the Official Bid Price Sheet(s).
- d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
- e. Failure of any proposed goods or service to meet or exceed the specifications.

1.4 BID FORMAT

Any statement in this document that contains the word **"will"**, **"must"** or **"shall"** means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

The contract will be a **FIRM** Contract (a one-time purchase) to provide for a Simultaneous Inductively Coupled Plasma Optical Emission Spectrometer (Dual View).

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to the:
Arkansas Department of Environmental Quality (ADEQ)
Attention: (Accounts Payable)
North Little Rock, Arkansas 72118

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any equipment or service. Payment will be made only after the contractor has successfully satisfied ADEQ as to the goods and/or services purchased. Vendors should invoice ADEQ by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

If any part of the work must be subcontracted, vendor **must** include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONDITIONS OF CONTRACT

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.12 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.13 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 7 of 18

1.14 PUBLICITY

News release(s) by a vendor(s) pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.15 AWARD CRITERIA

Award shall be made as a **FIRM** Contract (one-time purchase), **ALL OR NONE**, basis to the lowest responsive, responsible bidder.

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.16 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.17 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the equipment and services being bid. Bid pricing must be valid for (60) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet
2. Any cost not identified by the bidder but subsequently incurred in order to achieve the ICP/OES System **shall** be borne by the bidder.

1.18 DELIVERY: FOB DESTINATION

ADEQ
5301 Northshore Drive
North Little Rock, AR 72118

The agency requires inside delivery and assembly to be completed and operational on or before June 1, 2015. Extended delivery dates may be considered when in the best interest of the state.

All deliveries must be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

DEFINITION – INSIDE DELIVERY – Unit prices quoted include, at no additional charge, the contractor providing “inside delivery” service. “Inside Delivery” is defined in this contract as: “Delivery to a building with or without an accessible dock and breaking shipping container to hand truck deliver individual cartons to multiple specific rooms or areas.

1.19 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within thirty (30) days of receipt. ADEQ shall have the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid must include a “total satisfaction” return policy for all products and shall not impose any liability on the State for such returns.

1.20 REQUIRED DOCUMENTATION

Required documentation, when requested by OSP, must be received by OSP within (72) business hours from request.

1.21 CANCELLATION

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 8 of 18

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

1.22 STATE HOLIDAYS

State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open on holidays. One additional day other than what is stated below can be proclaimed by the Governor as a holiday through an Executive Proclamation.

If these holidays fall on Saturday, the proceeding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed.

| | | |
|-----------------------------|-------------|---|
| New Year's Day | January 1 | |
| Lee/King Birthday | January | Third Monday |
| Washington's Birthday/Bates | February | Third Monday |
| Memorial Day | May | Last Monday |
| Independence Day | July 4 | |
| Labor Day | September | First Monday |
| Veterans Day | November 11 | |
| Thanksgiving Day | November | Fourth Thursday |
| Day after Thanksgiving | November | Fourth Friday by Executive Proclamation |
| Christmas Eve | December 24 | |
| Christmas Day | December 25 | |

SECTION 2: VENDOR REQUIREMENTS

2.0 SCOPE

The Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Department of Environmental Quality (ADEQ) to provide a Simultaneous Inductively Coupled Plasma Optical Emission Spectrometer, including all necessary hardware, connectors, cables, fittings special maintenance, assembly and documentation to acquire store, analyze, re-analyze, report and manipulate data as described more specifically in Section 3: Specification Requirements. ADEQ is located at 5301 Northshore Drive, North Little Rock, Arkansas 72118.

2.1 ORDERING PROCEDURE

Orders placed against this contract shall be in the form of an agency issued purchase order.

2.2 EQUIPMENT ASSEMBLY

The agency requires inside delivery and assembly to be completed and operational on or before June 1, 2015.

2.3 EQUIPMENT SIZE

Instrument with all attachments including the auto sampler must be able to sit on a 5' long by 30" deep table.

2.4 PACKAGING

Shipped items shall be packaged and cartoned so as to protect contents from damage during shipment, handling and storage.

NOTE: The risk of loss and/or damage will be fully assumed by the vendor during shipment, unloading, assembly, and until agency acceptance of all equipment.

2.5 SHIPPING NOTIFICATION / DELIVERY SCHEDULED

Vendor will notify agency (Contact person: Jeff Ruehr at (501)-682-0955, or email: ruehr@adeq.state.ar.us) prior to shipment with the following information; Shipping date, transportation method, expected date of arrival, and any other pertinent information that the agency may deem necessary to prepare for delivery)

2.6 CUSTOMER SERVICE

Telephone support and on-site field service by factory trained field service technicians must be available should the instrument require service. Telephone support shall be at no cost to the ordering agency. On-site field service shall be provided within 24 hours of request during working hours or Monday through Friday, 8:00 AM to 4:30 PM CST, excluding State of Arkansas holidays.

2.7 SOFTWARE SUPPORT/UPGRADE

Bid price shall include provision for all software updates, support, and revisions for a period of one (1) year from date from acceptance. All system software must be the current market version and have been in commercial use for a minimum of six (6) months prior to date of bid.

2.8 WARRANTY

Warranty for all above items shall be from the date of acceptance for a period of time equal to or greater than the standard warranty. Warranty shall cover defects in material and workmanship and shall cover all costs associated with the repair or replacement of defective items including labor, parts, transportation costs, travel time and expense, and any other costs associated with such repair or replacement.

All units offered shall include one (1) set of service manuals, parts list, and operating manuals.

If anytime during the first (1) year warranty period the instrument does not perform in accordance to manufacturer's specification, the successful vendor will be notified in writing. The vendor shall pick up the equipment at the vendor's expense, and replace with equipment that meets or exceeds prior assembled equipment. Should the replaced equipment's performance remain unacceptable to agency, agency may request a full return of the purchase price (including taxes).

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 10 of 18

Successful vendor and ordering agency shall negotiate annual extended maintenance contracts, if desired by the agency, after the expiration of the initial one (1) year warranty.

NOTE: Bidder **must** guarantee manufacturer replacement parts, labor, and consumables. The agency request a period of not less than ten (10) years.

2.9 MANUFACTURER/DISTRIBUTOR

The successful vendor must be an authorized manufacturer distributor for the equipment bid. No unauthorized distributor's will be considered for this contract.

2.10 EMERGENCY/CONSUMABLE PARTS LIST

The successful vendor should provide an emergency/consumable parts lists for the equipment bid. Pricing and labor cost per hour after the initial one (1) year warranty expires is requested along with the bid response.

SECTION 3: SPECIFICATION REQUIREMENTS

3.0 GENERAL SPECIFICATION INFORMATION

NOTE: Brands/Model Number's bid MUST MEET OR EXCEED BRAND REFERENCED IN THIS IFB.

- The instrument **must** be new and a model currently in production. Refurbished or demonstrator instruments are not acceptable.
- The instrument warranty **must** be one-year parts, labor, and travel related expenses.
- The instrument **must** include a water chiller that is separate from the instrument chassis and for safety concerns can be placed away from the instrument and RF generator.
- The autosampler **must** have total random access capabilities and hold at least 180, 15 ml samples and 11 standard vials. The test tube racks **must** also be included.

Note: Any brand name or model numbers listed are for reference purposes only. ADEQ does not require that specific brand. But, any alternate brand quoted must be approved by ADEQ. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material.

The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.

3.1 SPECIFICATIONS FOR A SIMULTANEOUS ICP-OES SPECTROMETER

SPECTROMETER:

1. The instrument **must** be a simultaneous reading ICP-OES using solid-state detector technology.
2. The instrument **must** be a bench-top design.
3. The instrument **must** have an Echelle-based polychromator with a 400mm focal length that utilizes a single solid state detector, and a single entrance slit to the optics. The resolution of the system must be less than 0.007 nm at 200 nm and 0.013nm at 327.4nm. The entire optical system must be enclosed in a purged and thermostated optical enclosure.
4. The detector **must** have anti-blooming protection on each pixel.
5. An optical system purge of 0.7L/min with optional boost purge of 3L/min in the polychromator for determinations made at wavelengths below 189 nm **must** be standard. Either nitrogen or argon may be used as purge gases and the gas flows **must** be controlled by the system controller.
6. Gas flow for the polychromator purge **must** be Mass Flow Controlled.
7. The system must include a water chiller and that chiller **must** not be mounted to the instrument chassis and have the ability to be situated at a distance from the instrument.
8. The polychromator **must** be thermostated at 35°C.
9. The instrument **must** not require or include a shutter with Mercury or Neon recalibration system to monitor system conditions and ensure optical stability.
10. The instrument **must** have a vertical plasma and the standard torch must be of a single-piece design.
11. Optional semi demountable torches **must** be available.
12. Viewing of the plasma height **must** be computer controlled.
13. The system **must** have the ability view at least 96% of the emission spectra between 167 and 785nm.

14. The instrument **must** be able to simultaneously perform determinations across the entire spectrum, both UV and visible, in a single measurement on a single detector.

15. The instrument **must** be able to simultaneously determine all desired elements in one analytical reading.

ICP SYSTEM:

1. The instrument **must** be a bench-top model. Due to space limitation floor mounted instruments are not acceptable.

2. The vertical plasma **must** be 'dual view' with the option to read axially and radially in a 2-step sequential process or to read axial or radial views alone.

3. The vertical dual view system **must** be upgradable to allow synchronous reading of axial and radial at the same time.

4. The instrument **must** be able to run organic as well as aqueous matrices. Organic matrices include oil, MIBK, Kerosene, and Hexanes.

5. The instrument **must** monitor gas pressures and flows, water flows, air pressure, exhaust air flow and plasma stability. The system **must** have interlocks around the plasma compartment door and also the torch loader and the interlocks must be continuously monitored and if any interlock is interrupted, the plasma is shutdown automatically.

6. The instrument **must** be able to operate in laboratory conditions that range from 15 - 30°C and a relative humidity of 25 - 80 % non-condensing, non-corrosive. The instrument **must** be able to operate in laboratories with temperature changes of up to 2°C per hour without any degradation of performance.

7. Plasma ignition and shut down **must** be computer controlled and totally automated.

8. The instrument **must** be able to operate with a single exhaust extraction directly coupled to the instrument, down to a minimum exhaust flow of 2.5m³/min (88 ft³/min).

9. The instrument **must** include an on-board fan to supply air to the system, and maintain a positive pressure environment within the instrument enclosure.

10. The power requirements of the instrument **must** not exceed 2.9 kVA (single phase mains input voltage between 200-240 VAC, 50-60 Hz), and draw a maximum of 15 amps.

11. All connections including gases, cooling water, power and communications should be accessed from the sides of the instrument, rather than the rear of the instrument, for easy maintenance and servicing.

SYSTEM DETECTOR:

1. The instrument **must** utilize a single focal plane with one solid-state detector that is optimized for performance across the entire emission spectrum possible on the spectrometer.

2. All emission wavelengths need to be read simultaneously.

3. Each detector pixel **must** have anti-blooming protection to enable the simultaneous measurement of trace level analytes in the presence of major matrix constituents.

4. The detector **must** be cooled by a Peltier device to a temperature of at least -40°C to minimize detector dark current thereby enhancing instrument performance and detection limits.

5. The detector **must** have Adaptive Integration technology that allows intense and trace signals to be measured simultaneously and at the optimum Signal to Background Ratio (SBR).

6. The detector **must** be hermetically sealed, and require no gas consumption for detector purging.

RF GENERATOR:

1. The RF generator **must** be solid state and have an optimal power output range of 700 - 1500 watts and be computer controllable in 10-watt increments.

2. The RF generator **must** be of free running design and have power transfer efficiency into the plasma of at least 75%, to eliminate the need of an inefficient secondary matching networks.

3. The power output stability **must** be better than 0.1%.

FLOW CONTROLS:

1. All gas flows to control the plasma should have Mass Flow Controllers on them. This includes the plasma gas (coolant), auxiliary gas, nebulizer gas and make up gas
2. Plasma argon gas (coolant) flow **must** be controlled at flows ranging from 8.0-20.0 L/min at 0.1L/min increments.
3. Auxiliary gas flow **must** be controlled at flows ranging from 0-2.0L/min at increments of 0.01L/min
4. The nebulizer argon flow **must** be controlled from 0 – 1.5 L/min in 0.01 L/min increments.
5. The makeup gas should have flow from 0-2L/min in 0.01L/min increments.
6. The addition of oxygen for organics analysis **must** use an integrated gas control system and be computer controlled.

SAMPLE INTRODUCTION SYSTEM:

1. The torch **must** be a cassette style torch that is mounted vertically. After mounting the torch, no further manual adjustment of the torch is required for alignment to the RF coil or for axial optical alignment, or for adjustment of the position of the injector tube.
2. The instrument **must** include a double pass glass cyclonic spray chamber and a glass concentric nebulizer.
3. The system **must** be able to accommodate commercially available, specialty nebulizers and spray chambers manufactured by third parties for maximum analytical flexibility.
4. The system **must** include a three channel, variable speed, computer controlled peristaltic pump which allows for on-line addition of internal standards.
5. Peristaltic pump **must** be capable of operating at 80 rpm (fast pump) for rapid uptake and washout.
6. The system **must** include the option of a 5-channel pump and switching valve system for improving sample introduction and washout efficiency.

INSTRUMENT CONTROLLER:

1. The instrument controller **must** be a minimum of an industry standard Intel 3GHz processor, 8 MB cache, 4 GB RAM.
2. The computer **must** have a hard disk that will hold at least 500 Gbytes of information at 7200RPM 6G/s
3. The computer **must** include at least 16 x DVD +/- RW drive with an integrated sound card
4. The PC **must** have at least two USB ports and one serial (RS232) port.
5. The computer **must** have a minimum of a 24" flat panel LED color monitor and color, inkjet printer.
6. The computer **must** have Windows 7 Professional 64-bit operating system loaded.

SOFTWARE:

1. The instrument controlling software **must** be 64-bit running under Microsoft Windows 7 Professional.
2. Methods and data **must** have flat file data storage. There must also be an option to embrace data storage into database.
3. The software **must** be able to display calibration curves for all of the elements analyzed simultaneously.
4. The software **must** be able to display all of the peaks from an analysis simultaneously.
5. The software must provide automated background correction, whereby the user does not need to decide upon suitable background points for background correction.
6. The software **must** have the ability to do spectral interference correction. Traditional Interfering Element Corrections (IEC) **must** be available and the system must be able to calculate these values automatically.
7. IEC factors **must** recalculate automatically when background correction points are changed eliminating the need to recollect the IEC data.
8. The system **must** be able to apply spectral interference correction in addition to background correction post sample analysis, eliminating the need to reanalyze the sample thus increasing productivity.

9. The software **must** allow for four different types of predefined check standards which may be customized by the instrument user. If samples are found to fall out of these ranges, user defined corrective actions including recalibration and rerunning of samples must be available.
10. Additional QC capability **must** include at least three types of blank checks, multiple sample calculations including duplicates and dilution calculations and multiple spike calculations.
11. The instrument **must** be able to read both background and emission data simultaneously and allow for manual or automatic background correction.
12. All raw data **must** be saved and the system **must** allow for post run reprocessing of the data including the changing of background correction points, standard values, curve-fit technique, and individual replicate editing.
13. Calibration curves **must** be stored and be able to be recalled for later use.
14. The software **must** have a library of analytical wavelengths containing at least 33,000 lines whose relative intensities are determined on the instrument optical system.
15. Calibration equations **must** include linear, quadratic and rational and include functions of weighted fit and force through blank options.
16. The software **must** allow for at least 50 calibration standards and blanks.

PERFORMANCE:

1. The instrument **must** meet all EPA contract lab required detection limits, for methods based on ICP-OES.
2. The instrument **must** be able to meet all EPA CRDL's (3σ) for methods based on ICP-OES, using a *concentric nebulizer with a cyclonic type spray chamber*.
3. The instrument must have the following typical resolution:

As 188.979 nm < 0.007 nm
Mo 202.030nm < 0.007 nm
Zn 213.856 nm < 0.0075 nm
Pb 220.353 nm < 0.008 nm
Cr 267.716 nm < 0.0095 nm
Cu 327.396 nm < 0.013 nm
Ba 614.171 nm < 0.035 nm
4. Stray light **must** be less than 2.0 ppm effect on the As signal at 188.980 nm from 10,000 ppm Ca.
5. The instrument **must** have analytical linearity in excess of 5-6 orders of magnitude with the ability to use alternate wavelengths that are measured simultaneously.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 15 of 18

OFFICIAL BID PRICE SHEET

Bid the unit price. Limit your unit price to no more than two decimal places. Bids stated otherwise will be rounded off to the nearest cent.

The unit price bid must cover all of the materials and operations necessary for the production, installation, and other items as specified in this Invitation for Bid.

NOTE: Simultaneous Dual View ICP/OES System, including all necessary hardware, connectors, cables, fittings special maintenance, assembly and documentation to acquire store, analyze, re-analyze, report and manipulate data as described more specifically in Specific Requirements, section three (3).

| <u>ITEM</u> | <u>DESCRIPTION/BRAND</u> | <u>ESTIMATED QUANTITY/UM</u> | <u>UNIT PRICE</u> |
|-------------|--|----------------------------------|-------------------|
| 1 | Simultaneous Dual View inductively Coupled Plasma Optical Emission Spectrometer (ICP/OES) System | 1 | \$ _____ |

BRAND BID: _____

MODEL #: _____

NOT INCLUDED AS PART OF THE AWARDING PROCESS, BUT REQUESTED BY THE AGENCY AT THE TIME OF BID SUBMISSION, EXTENDED WARRANTY COST:

| Year | Cost | Discount if purchased with Equipment | Total Cost |
|------|------|---|------------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 17 of 18

- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of

STATE OF ARKANSAS
INVITATION FOR BID

BID NO: SP-15-0087

Page 18 of 18

bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.