



# COLORADO

## Department of Public Health & Environment

Colorado Department of Public Health & Environment (CDPHE)  
Laboratory Services Division (LSD)  
Invitation for Bids # IFB1-2020000181

### A. Purpose

The Colorado Department of Public Health and Environment (CDPHE) is soliciting Bids for one (1) each of:

1. MPS Robotic auto-sampler that seamlessly integrates with a CTS2 (cryo trapping equivalent system)
2. Mass Spectrometer (MS) in a single platform that is compatible with existing Agilent GC 6890N.
3. These two instruments and accessories are hereby referred to as "the system".
4. The State reserves the right to make additional purchases of the same instruments from this solicitation.

### Schedule of Activities

|    | Solicitation Activity   | Time                | Date         |
|----|---|---------------------|--------------|
| 1. | Solicitation Published on ColoradoVSS System<br><a href="http://www.colorado.gov/vss">www.colorado.gov/vss</a>  |                     | 3/4/2020     |
| 2. | Prospective Bidder's Written Inquiry deadline.<br>Submit all inquiries by e-mail to: Allan Smith at<br><a href="mailto:allan.smith@state.co.us">allan.smith@state.co.us</a> | 2:00<br>p.m.<br>MDT | 3/12/2020    |
| 3. | Answers to written inquiries published on<br>ColoradoVSS <a href="http://www.colorado.gov/vss">www.colorado.gov/vss</a>   | Est.                | 3/18/2020    |
| 4. | Bid submission deadline   | 2:00<br>p.m.<br>MDT | 3/25/2020    |
| 5. | Evaluation Period   | Est.                | Week of 3/30 |
| 6. | Estimated Purchase Order Effective date   | Est.                | 4/15/2020    |

## B. Required Specifications

The following information provides the minimum requirements that must be satisfied for acceptance of any bid.

1. The system shall be new production, never before used items. Vendor demo or refurbished units are not acceptable.
2. The system shall be the most recent model available from the manufacturer and include the current version of software.
3. The system to be offered, shall be proven by the vendor to seamlessly be configured with an existing Agilent 6890N GC to perform primarily CDC's methods for cyanide and tetramine in body fluids as prescribed in the methods.
  - a. Bidder shall demonstrate that the offered instruments meet above configuration and requirements at vendor's laboratory.
4. The system shall be able to be upgraded with SPME capability to perform the current CDC's method for VOCs in blood.
5. The system offered shall meet the exact specifications for the CDC written methods.
  - a. If Bidders instruments do not match the exact CDC current methods, it shall become the responsibility of the bidder to develop the method in their laboratory and prove that all required method validation and QC for each method performs satisfactorily for a month's worth of runs (min of weekly run). If the bidder instruments do not match the exact criteria in CDC SOPs the vendor is to perform the validation study within 2 months of winning the bid.
6. The system shall have single software control for the existing Agilent 6890N GC, MPS robotic Pro auto sampler, CTS2 (cryo trap system) and Mass Spectrometer, with a single sequence and single method for all three instruments.
  - a. Computer and software shall be provided by the vendor.
  - b. Instrument's software shall be integrated to avoid the importation or exportation of methods and sequences between different software programs since the potential for incompatibility and software error increases when manipulating methods and sequences in more than one software.
7. The bidder shall develop of the CDC methods with all MPS robotic auto sampler, cryo trapping system and MS in simulation with GC 6890N to prove proper functioning of all components.
  - a. Bidders shall provide proof of seamless operation in their laboratory at their expense for an extended period of time (minimum of one month) and/or provide results for blind samples to be provided by the State laboratory for specified CDC methods.
8. The new system shall maintain sample data integrity from previous runs for audit purposes via newly purchased software. Currently housed in Mass Hunter.
9. The system shall have unique Universal Syringe Module (USM) that can use syringes from 1ul to 1000ul, due to the three methods to be performed.

10. The system shall be able to utilize an existing MPS (or CTC CombiPAL) Peltier Cooled Trays with the new Robotic auto-sampler.
11. The system shall be able to pre-pressurize the sample vial for headspace sampling to satisfy the VOCs method.
12. The system shall be customizable for sample preparation that includes dilution schemes for serial dilution.
13. The system shall be to handle automated liquid handling within standard software to facilitate 'drag and drop' method building without the need for macros or customizable scripts that require computer programming expertise for common chemistry tasks such as derivatization, dilution, and automated additions of internal standards/surrogates.
14. The system shall for the current liquid/headspace sampler and shall have the capability to add-on modules for sample prep such as: dynamic headspace, thermal desorption, evaporation, SPE, sonication, and the patented stir bar sorptive extraction technique in addition to twister or equivalent.
15. The system software shall be seamlessly compatible with an existing Agilent GC Mass Hunter.
16. Data from the Mass Spectrometer shall be compatible for processing in existing Agilent MassHunter Quantitative and Qualitative software to integrate into existing laboratory workflow.
17. The Mass Spectrometer shall have a directly heated and bake-able gold-plated monolithic quartz, hyperbolic quadrupole to guarantee perfect alignment of hyperbolic surfaces throughout the life of the MS.
18. The Quadrupole shall be independently heated and its temperature is to be user-selectable from 100 - 200°C with gold surfaces to maintain a clean and maintenance free unit despite high temperatures when injecting complex matrices such as blood, and urine over long periods of time.
19. The Mass Spectrometer shall use an ion source with metallic parts, high temperature, non-coated, ultra-inert material to reduce interferences and maintenance of unit. The ion source temperature is to be controlled from 100-350 degrees C to allow versatility of current methods and methods to be developed.
20. The Mass spectrometer shall have the ability to be upgraded to JetClean self-cleaning ion source. Equivalent offers shall be tested in vendor's lab to prove the ability to do upgrade.
21. The system shall analyze and retrieve existing data from the existing instrument(s) Agilent GC/MS 6890N/5973inert.
22. System Warranty

- a. The system shall be delivered with a 1-year base warranty covering all components and the bid shall include the cost of 2-year extended warranty covering the same.
- b. All labor for scheduled or unscheduled maintenance shall be covered during warranty period.
- c. All parts for scheduled or unscheduled maintenance shall be covered during warranty period.
- d. Travel charges shall be included during warranty period.
- e. Remote trouble shooting and support shall be provided during warranty period.
- f. Options provided for extended warranty.
- g. The warranty shall not have any limitations if the instrument is in operation 24 hours a day 7 days a week.
- h. The warranty must be from the date of installation and it should comprehensively cover the entire equipment including the LC and gas generators.
- i. Annual performance maintenance shall be part of the comprehensive warranty.

### 23. Installation and Training

- a. Delivery, installation and training shall be included in the bid.

## C. Award Determination

Award will be made to the lowest responsible and responsive bidder whose instrument meets or exceeds the above requirements.

## D. How to Respond

Responses must be submitted as described in the Invitation for Bids, Administrative information, F. 8. (below) as well as the requirements specified in this section.

1. Submit a detailed narrative detailing how your instruments meet the specifications above.
2. Submit a detailed cost proposal for an instrument meeting the specifications listed above. All components needed for installation or operation must be included in cost.
3. **Bidders may only submit a bid for one (1) unit. Upgrades to alternate units will not be considered, and shall not be included as optional items.**
4. Submit the time to deliver the instrument(s), from receipt of Purchase Order.
5. Submit the time to install the instrument from date of delivery.
6. Submit Attachment 1 Vendor information and confirmation of offer form.

## E. Attachments and Exhibits

1. Attachment 1 Vendor information and confirmation of offer form
2. Exhibit A Colorado Purchase Order Terms and Conditions

## F. Administrative Information

1. ISSUING OFFICE: This solicitation is issued for the Colorado Department of Public Health and Environment (CDPHE) by the Purchasing Section. CDPHE Purchasing is the SOLE point of contact concerning this solicitation. All communication must be done through the CDPHE Purchasing Department. Contact with any other CDPHE employee regarding this procurement may result in disqualification of vendor Bid.
2. PURPOSE: This solicitation process may include reference checks, Bidder interviews, and Bid clarification sessions. This solicitation provides prospective Bidders with sufficient information to enable them to prepare and submit Bids for consideration to satisfy the need for expert assistance in the completion of the goals of this solicitation.
3. INVITATION TO SUBMIT Bids: All State solicitation notices are posted on the VSS system. Bidders who have an interest may submit a Bid in accordance with the terms of this solicitation.  
**For its Bid to be considered, Bidder must be registered with the State of Colorado's VSS web site [www.colorado.gov/vss](http://www.colorado.gov/vss) by the Bid submission due date and time.**
4. SCOPE: This solicitation contains instructions governing the Bid to be submitted and the material to be included therein, mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each Bid.
5. INQUIRIES: Bidders may make written inquiries via e-mail to obtain clarification of requirements concerning this solicitation. No inquiries will be accepted after the date and time indicated in the Schedule of Activities included herein. Send all inquiries to:  
Allan Smith  
Senior Purchasing Agent

Clearly identify your inquiries with:

- a) IFB1 #
- b) TITLE
- c) The section number and paragraph number the inquiry applies to

Response to Bidder's inquiries will be published as a modification on the VSS system. Bidders should not rely on any other statements that alter any specification or other term or condition of the solicitation.

6. PRE-PROPOSAL CONFERENCE: N/A
7. MODIFICATION OR WITHDRAWAL OF BIDS: Bids may be modified or withdrawn by the Bidder prior to the established due date and time.
8. BID SUBMISSION: Bids may be submitted via mail, or hand-carried. All bids must be received on or before the date and time indicated in the Schedule of Activities. **Late Bids will not be accepted.** It is the responsibility of the Bidder to ensure that its Bid is received by the CDPHE Purchasing Unit at the location listed below on or before the

due date and time. Bidders mailing their Bids must allow sufficient mail delivery time to ensure receipt of their Bids by the time specified. The Bid package shall be delivered or sent by mail to:

Colorado Department of Public Health & Environment  
Contracts and Purchasing Unit  
Mail Room (B1)  
4300 Cherry Creek Drive South  
Denver, CO. 80246-1530  
Attention: Allan Smith, Senior Purchasing Agent

One copy of the Vendor Information Form / Confirmation of Offer (Attachment 1) MUST be signed in ink by a person who is legally authorized to bind the Bidder to the Bid. The signed State of Colorado Vendor Information Form/Confirmation of Offer is to be included with the Bid.

**Bids deemed to be at a variance with this requirement may not be accepted.**

Each Bid package shall consist of:

- a. One (1) Signed copy of Attachment 1, Vendor Information and Confirmation of Offer Form
- b. One (1) electronic version of the Bid, on USB flash drive, readable in Word 2003 or newer.

Submittals must be sealed in an appropriate envelope or package. All submittals must be clearly marked on the outer envelope or packaging with the following information:

- a. Offeror's Name
- b. Solicitation Number and Title
- c. Proposal Submission Due Date and Time

All materials submitted shall become the property of CDPHE, and will not be returned unless the solicitation is cancelled prior to the submittal due date, in which case Bids will be returned unopened or opened only for identification purposes.

The Purchasing Unit desires and encourages that Bids be submitted on recycled paper, printed on both sides. While the appearance of Bids and professional presentation is important, the use of non-recyclable or non-recycled glossy paper is discouraged.

9. ADDENDUM OR SUPPLEMENT TO SOLICITATION: In the event that it becomes necessary to revise any part of this solicitation, a modification will be posted on the VSS system. **It shall be the responsibility of the Bidders to regularly monitor the VSS web site for any such postings. Failure to retrieve such modifications, and include their provisions in your Bid, may result in your proposal being disqualified.**

10. ORAL PRESENTATIONS / SITE VISITS: N/A

11. ACCEPTANCE OF SOLICITATION TERMS: A Bid submitted in response to this solicitation shall constitute a binding offer. The autographic signature of the Bidder or an officer of the Bidder legally authorized to execute contractual obligations shall indicate acknowledgment of this condition. A submission in response to this solicitation acknowledges acceptance by the Bidder of all terms and conditions, including compensation, as set forth herein. A Bidder shall identify clearly and thoroughly any variations between its proposal and the State's solicitation. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the solicitation. The Colorado Department of Public Health and Environment (CDPHE) is not required to accept nor agree to alternate or additional terms and conditions.
12. PROTESTED SOLICITATIONS AND AWARDS: Any actual or prospective Bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the State Purchasing Director or the head of a purchasing agency, as appropriate. The protest shall be submitted in writing within ten (10) working days after when such aggrieved person knows, or should have known, of the facts giving rise thereto. (Ref. Section 24-109, 101 et. seq., C.R.S., as amended; Section 24-109, 201 et. seq., C.R.S. as amended; Section R-24-109-101 through R-24-109-206, Colorado Procurement Rules.)
13. CONFIDENTIAL / PROPRIETARY INFORMATION: Any restrictions of the use or inspection of material contained within the Bid shall be clearly stated in the proposal itself. Requests for confidentiality shall be submitted by the Offeror in writing with the proposal. The Offeror must state specifically what elements of the proposal are to be considered confidential / proprietary. Confidential / proprietary information must be readily identified, marked and separated from the rest of the proposal. **Co-mingling of confidential/ proprietary and other information is NOT acceptable.** Neither a Bid in its entirety, nor Bid price information will be considered confidential and proprietary. Any information that will be included in any contract resulting from the solicitation cannot be considered confidential. .

The Purchasing Unit shall determine the validity of any written request for confidentiality. If the parties do not agree as to the disclosure of data, the Purchasing Director shall inform the Bidder in writing what portions will be disclosed. The written decision of the Purchasing Director will be sent to the Offeror. Refer to Ref. Section 24-72-201 et. seq., C.R.S., as amended, Public (open) Records.

14. SOLICITATION RESPONSE MATERIAL OWNERSHIP. The State of Colorado has the right to retain the original Bid and other solicitation response materials for our files. As such, the State of Colorado may retain or dispose of all copies as is lawfully deemed appropriate. Bid materials may be reviewed by any person after the "Notice of Intent to Make an Award" has been issued, subject to the terms of Section 24-72-201 et seq., C.R.S., as amended, Public (open) Records. The State of Colorado has the right to use any or all information/material presented in reply to the solicitation, subject to limitations outlined in the Proprietary/Confidential Information clause. Bidder expressly agrees that the State may use the materials for all lawful State purposes, including the right to reproduce copies of the material submitted for purposes of

evaluation, and to make the information available to the public in accordance with the provisions of the Public Records Act.

15. **BID PRICES:** Estimated Bid prices are not acceptable. Bid prices should be best and final offer, unless otherwise stated in the solicitation. The Bid price will be considered in determining the apparent successful Bidder. Bids shall be firm for a period of not less than one-hundred-twenty (120) calendar days.
16. **AWARD OF CONTRACT:** The award will be made to that Bidder whose Bid, conforming to the solicitation, has been determined to be most responsive and responsible to the State of Colorado, price and other factors considered. A contract must be completed and signed by all parties. In the event the parties are unable to enter into a contract, the State may elect to rescind the "Notice of Intent to Make an Award" communication and make the award to the next most responsive and responsible Bidder.
17. **ACCEPTANCE OF Bid CONTENT:** The contents of the Bid (including persons specified to implement the project) of the successful Bidder will become contractual obligations if acquisition action ensues. Failure of the successful Bidder to accept these obligations in a contract, purchase document, delivery order or similar acquisition instrument may result in cancellation of the award and such Bidder may be removed from future solicitations.
18. **STANDARD CONTRACT:** The State of Colorado will incorporate standard State contract provisions (Special Provisions) into any contract/purchase order resulting from this solicitation.
19. **SOLICITATION CANCELLATION:** The State reserves the right to cancel this solicitation at any time, without penalty.
20. **STATE OWNERSHIP OF CONTRACT PRODUCTS / SERVICES:** All products / services produced in response to the contract resulting from this solicitation will be the sole property of the State of Colorado, unless otherwise noted in the solicitation.
21. **INCURRING COSTS:** The State of Colorado is not liable for any cost incurred by Bidders prior to issuance of a legally executed contract or procurement document. No property interest of any nature shall occur until a contract is awarded and signed by all concerned parties.
22. **NON-DISCRIMINATION:** The Bidder shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, disability, sexual orientation, national origin, age or sex.
23. **REJECTION OF BIDS:** The State of Colorado reserves the right to reject any or all Bids received in response to this solicitation, to waive informalities and minor irregularities in proposals received, and to accept any portion of a Bid or all items proposed if deemed in the best interest of the State of Colorado.
24. **PARENT COMPANY:** If an Offeror is owned or controlled by a parent company, the name, main office address, and parent company's tax identification number must be



provided

25. NEWS RELEASES: No news releases pertaining to this solicitation shall be made prior to execution of the contract without prior written approval of CDPHE.
26. CONTRACT CANCELLATION: CDPHE reserves the right to cancel, for cause, convenience, or lack of fiscal funding, any contract resulting from this solicitation by providing timely notice to the contractor.
27. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:
  1. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, that in connection with this procurement:
    - (a) The prices in this Bid have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
    - (b) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and
    - (c) No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a Bid for the purpose of restricting competition.
  2. Each person signing the Vendor Information / Confirmation of Offer form of this Bid certifies that:
    - (a) He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above; or
    - (b) He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision, in certifying that such persons have not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above, and as their agent does hereby so certify; and he has not participated, and will not participate, in any action contrary to (1)(a) through (1)(c) above.
  3. A Bid will not be considered for award where (1)(a), (1)(c), or (2) above have been deleted or modified. Where (1)(b) above has been deleted or modified, the Bid will not be considered for award unless the Bidder furnishes with the Bid a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency (CDPHE) determines that such disclosure was not made for the purpose of restricting competition.
28. CONFLICT OF INTEREST: By submission of a bid, the Bidder agrees that at the time of contracting the Bidder has no interest, direct or indirect, that would conflict in any

manner or degree with the performance of the required services. The Bidder shall guarantee that in the performance of the contract they shall not employ any person having any such known interest.

29)TAXES: CDPHE, as purchaser, is exempt from all federal excise taxes under Chapter 32 of the Internal Revenue Code (Registration No. 84-730123K) and from all state and local government use taxes (Ref. Colorado Revised Statutes Chapter 39-26.114(a)). CDPHE's Colorado State and Local Sales Tax Exemption Number is 98-02565. Offeror is hereby notified that when materials are purchased in certain political sub-divisions (for example in the City of Denver) the Bidder may be required to pay sales tax even though the ultimate product or service is provided to the State of Colorado. This sales tax will not be reimbursed by the State.

30) ASSIGNMENT AND DELEGATION: Except for assignment of antitrust claims, neither party to any resulting contract may assign or delegate any portion of the contract without the prior written consent of the other party.

31)AVAILABILITY OF FUNDS: Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the State of Colorado.