

**COMMONWEALTH OF PENNSYLVANIA**

**Department of Health**

**BUREAU OF LABORATORIES**

**110 Pickering Way**

**Exton, PA 19341**

**Technical Submittal/Bid Specifications**

The Pennsylvania Department of Health, Bureau of Laboratories (BOL) is seeking bids for one (1) high resolution time of flight mass spectrometer (HRQTOFMS), one (1) ultra-high pressure liquid chromatograph (UHPLC), one (1) gas generator. The instruments will be used in the identification and quantitation of potential chemical terrorism agents as part of the Laboratory Response Network for Chemical Threats (LRN-C) and the identification and quantitation of drugs of abuse including fentanyl and overdose biosurveillance. All products must be new, and the bidder is responsible for delivery of products to the BOL as well as installation.

1. High resolution mass spectrometer capable of less than 2 ppm mass accuracy with preinstalled analysis software and PC bundle capable of operation.
2. All in one HR-MS/MS Spectral Library.
3. UHPLC System, which can be controlled from the same preinstalled analysis software.
4. UHPLC must have, at a minimum, a binary pump with each unit or module capable of being used with both aqueous and organic mobile phases or mixtures thereof with a minimum pressure rating of 600 bar. There is no upper limit for desired maximum pressure.
5. Gas generator to provide gasses necessary for the instrument's anticipated daily operation.
6. All regulators, tubing, and gas purification, including all materials to properly set up and run the UHPLC-HRQTOFMS systems, excluding gas generators, generally used during the first year of use excluding consumables.
7. Calibration Solutions needed during the initial year of use.
8. On-site Training for four (4) participants for all above instruments and all preinstalled software.
9. Complete warranty coverage for the first year of use after installation of all supplied equipment and operational preinstalled software.
10. All parts, components, and consumables required for installing, tuning, calibrating, running the instrument, as well as training must be supplied, including, but not limited to, all appropriately sized (PEEK or equivalent): tubing, T-connectors, fittings, sample loop, nebulizer, sample inlet, capillary tubing, needle assembly, electrode, vials, caps, cables, etc., for initial set up including any calibration.
11. Bidders are required to bid on all line items, via the Items tab in the Commonwealth's electronic system (SRM). Bidders shall provide cost for all three (3) years' additional service/preventative maintenance beyond the initial one (1) year of service/preventative maintenance for a total of four (4) years of service/preventative maintenance. Service/preventative maintenance includes, but is not limited to:

- Guaranteed on-site response time (24-48 hours or two (2) business days (Monday through Friday, excluding Commonwealth Holidays).
  - Full parts, labor and travel required for repairs.
  - Hardware updates
  - Preinstalled software updates and upgrades to latest versions for operation of hardware, and software.
  - Application telephone support during business hours (8:00 am-5:00 pm EST)
  - Access to training courses.
  - Service/preventative maintenance visits and all related costs including (travel, labor, and parts) for:
    - Two (2) annual PMs for the QTOFMS;
    - One (1) annual for the gas generator; and
    - One (1) annual for the UHPLC.
12. Installed equipment may not have wireless capabilities.
13. Installed equipment will not connect to or access any other Commonwealth system.
14. Installed equipment is an out of the box solution, software/firmware preinstalled.
15. Other terms unenforceable. The Contractor may not require the Commonwealth or any user of the Services or Supplies acquired within the scope of this Contract to sign, click through, or in any other way agree to any terms associated with use of or interaction with those Services and/or Supplies, unless the Commonwealth has approved the terms in writing in advance under this Contract, and the terms are consistent with this Contract. Further, changes to terms may be accomplished only by processes set out in this Contract; no quotations, invoices, business forms or other documentation, or terms referred to therein, shall become part of this Contract merely by their submission to the Commonwealth or their ordinary use in meeting the requirements of this Contract. Any terms imposed upon the Commonwealth or a user in contravention of this subsection 19 must be removed at the direction of the Commonwealth and shall not be enforced or enforceable against the Commonwealth or the user.
16. Embedded Software. To the extent that software, including any third-party software, is incorporated into and part of a supply and is necessary for the full operation and maintenance of the supply, the Contractor hereby grants to the Commonwealth a non-exclusive, fully-paid up, worldwide license to use the software as necessary to: 1) meet the requirements of this Contract; 2) properly and completely use the supply; and 3) maintain the supply. These rights are granted for the life of the supply and to the extent necessary to meet the requirements under this Contract. No separate licensing agreement is needed and shall not be executed, and the Commonwealth shall not be bound by any third party terms and conditions required by any third-party software and this Contract shall govern such use by the Commonwealth. The parties agree that the Commonwealth does not agree to nor accept and is not bound by any terms and conditions of such third-party software, even if acknowledged by the Commonwealth. Supplier acknowledges and agrees that the terms and conditions of this Contract shall take precedence over any inconsistent or conflicting term found among or between the terms and conditions or any additional terms, including, but not limited to, license agreements, click-through agreements, shrink wrap, other online terms or third party terms that may relate to the use of the software embedded into the supply.
17. Embedded Software licenses: Any software included in the Supplies at the time of delivery (the "Embedded Software"), which includes any subsequent updates, patches or fixes, is

licensed as part of the Supplies and not sold separately. Contractor hereby grants to the Commonwealth a non-exclusive, royalty-free, fully-paid, perpetual license to use the Embedded Software only in the operation of the Supply in which it was delivered. The Commonwealth shall not be required to accept and comply with any additional license agreement or terms (including, but not limited to any clickthrough, open source or freeware terms) for any Embedded Software, except as set forth in subsection 18 below.

18. Commercially Available Software Licenses: The Contractor may not offer Supplies which require commercially available software, which includes freeware and open source software, for its use, unless and until the Commonwealth has entered into a software license agreement with the software licensor. The Contractor must inform any such software licensor that the software licensor must enter into a software license agreement with the Commonwealth with terms that are acceptable to the Commonwealth.
19. Clickthrough license terms: No license terms and conditions (including, but not limited to, any terms of service, end user licenses agreements) shall be binding or controlling and the terms and conditions of this Contract or any fully executed software license agreement shall govern any licenses provided for Commercially Available or Embedded Software. Any clickthrough terms and conditions that are included with any such software provided with the Supplies are null and void and not binding on the Commonwealth.

Bid cost shall be FOB Destination (Net delivery cost), no other separate lines for delivery charges are acceptable per the Commonwealth Terms & Conditions.

DO NOT include separate freight charges.

**BID AWARD:**

This contract shall be awarded to the bidder providing the lowest priced dollar amount bid for the project as outlined in the specifications above.

It is the intent of the Commonwealth to make a single award of item(s) listed in the IFB to the lowest responsive and responsible bidder. The Commonwealth reserves the right to award by line item if it determines that it is in the best interest of the Commonwealth to do so.

Commonwealth Terms and Conditions must be accepted.