



**REQUEST FOR BID
RC-004-B-0910
Fourier Transform Infrared Mass Spectrometer**

Read all parts of the solicitation package thoroughly.

Follow all instructions exactly as written.

Return all paperwork requested.

Sign all documents as required.

Submit your complete package on or before the date required, before the time requested.

All submittals must be in English.

All cost and prices given must be in United States of America's currency.

** Upon receipt of this document electronically, the receiving party shall promptly issue an acknowledgement in writing on company/firm letterhead to the Director of Procurement address same as Section A, page #4, block # 5. Acknowledgements can be faxed to (803) 576-2135. The County will not be responsible for addendum's not received. Submittals will not be accepted without receipt of acknowledgement.*

When received electronically this document shall be deemed to be signed on this page and when printed and maintained as a whole and in the normal course, shall be deemed to constitute an original document for all legal purposes, and shall not be contestable as to the validity or enforceability.

Richland County shall not be liable for any incidental or consequential damages arising from or as a result of the electronic transmission of this document, acknowledgements, or other data hereunder. In the event of receipt of an electronic document that is garbled in transmission or improperly formatted the Director of Procurement must be notified immediately for issuance of hard copy.

Failure to comply with the above could result in being declared non-responsive and may cause your Submittals to not be considered.

All Questions Must be Addressed to the Person Listed in Block 3 of Section "A" Prior to Completing and Submitting Submittals

Contracting Officer or Authorized Representative: Rodolfo A. Callwood, CPPO, CPPB	Signature:	Date: November 18, 2009
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Table of Contents

1. Solicitation Contents:

Sections	Form Description	# of Pages	Return with Submittal
Cover Page	COVER PAGE	1	No
Table of Contents	TABLE OF CONTENTS	1	No
Section - A	SOLICITATION, OFFER & AWARD	1	Yes
Section - B	GENERAL CONDITIONS	14	No
Section - C	STATEMENT OF ASSURANCE, COMPLIANCE AND NONCOLLUSION	1	Yes
	DRUG FREE WORKPLACE	1	Yes
	NO RESPONSE FORM <i>(Return Only If Not Participating)</i>	1	Yes
Section - D	BID SCHEDULE	1	Yes
Section - E	GENERAL INFORMATION	1	No
Section - F	SPECIAL CONDITIONS	3	No
Section - G	SPECIFICATIONS	7	Yes
Section - H	MINORITY PARTICIPATION	1	Yes
Section - I	ADVERTISEMENT	1	No

2. Acknowledgment of Amendments

Vendor acknowledges receipt of the following amendment(s) to the solicitation (give number and date of each)

Amendments #	Date	Amendments #	Date

SECTION - A

SOLICITATION OFFER & AWARD

RICHLAND COUNTY					
COLUMBIA, SOUTH CAROLINA 29204					
REQUEST FOR SOLICITATIONS, OFFERS AND AWARDS (supplies, equipment or services)					
*****Solicitation Information*****					
1. SOLICITATION: RC-004-B-0910			4. Brief Description:		
2. ISSUE DATE: November 18, 2009					
3. FOR INFORMATION CALL: (803) 576-2132					
Procurement Agent : Yolanda Davis, Buyer					
Fax (803) 576-2135					
E-mail: davisy@rcgov.us					
5. Submit Solicitations To: Richland County Office of Procurement 2020 Hampton Street, Suite 3064 (3 rd Floor) Columbia, South Carolina 29204			6A. Pre-Solicitations Conference: See "Pre-Conference" clause in Special Conditions for more information. None		
6B. Submission Deadline: Day: Thursday Date: December 17, 2009 Time: 2:00 P.M. Eastern Standard Time					
7. Submit Sealed Solicitations: (1) one original copy					
8. Firm Offer Period: Ninety Days					
9. This solicitation and any resulting contract consists of Section "A" through Section " H " to include all addendum's					
>>>>>>>>>>>>>>>>>>>>>>>>>Offer (To be completed by Offeror)<<<<<<<<<<<<<<<<<<<<<<					
10. BUSINESS CLASSIFICATION		(Check Appropriate Box)	☐ Partnership	☐ Sole Partnership	
			☐ Corporation	↑ Trading under Trade Name	
			☐ Individual		
11. Offer: In compliance with above, the undersigned agrees, if this Solicitation is accepted within the period specified in Block 8, above, to furnish any or all information requested.					
12. Firm's name and address (Type or print):			13. Name & Title of Person Authorized to sign the Solicitations. (Type or Print):		
			14. Qualifier's Signature & Date		
			15. Subscribed and sworn to me		
			This _____ day of_____, 20__.		
			My commission expires: _____		
e-mail :			(Title)		
Telephone #			SEAL		
Fax #			(Must be notarized by a Notary)		
Federal Identification #:			>>>>>>>>>>>>>>>>>>>>>>>>>AWARD (To be completed by Richland County)<<<<<<<<<<<<<<<<<<<<<<<<<		
16. Richland County Council Approval Date:		17. Total amount of award:		18. Contract number:	
19. Contracting Officer:		20. Signature:		21. Award date:	
Rodolfo A. Callwood, CPPO, CPPB					

SECTION - B

GENERAL CONDITIONS

1. ACCIDENTS:

The Offeror shall hold the County harmless from any and all damages and claims that may arise by reasons of negligence on the part of the Offeror, his agents, or employees in the performance of this contract. In case of any action brought therefore against the County or any of its agents or employees, the Offeror shall assume full responsibility for the defense therefore, and upon his failure to do so on the proper notice, the County reserves the right to defend such motion and charge all cost thereof to the Offeror. The Offeror shall take all precautions necessary to protect the public against injury

2. ADVICE:

No official or employee of the County shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in a proceeding, application, request for a ruling or other determination, contract, grant cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his/her knowledge he/she or her/his immediate family, partners, organization, other than a public office in which he/she is serving as an officer, director, trustee, partner, or employee or any person or organization with which he/she is negotiating or has any arrangement concerning prospective employment, has a financial interest.

3. AFFIRMATIVE ACTION:

The Offeror shall take affirmative action in complying with all Federal, State and County requirements concerning fair employment, employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reasons of race, color, sex, religion, national origin and/or physical handicap

4. AMBIGUOUS OFFERS:

Offers that are uncertain as to terms, delivery, compliance requirement, and/or specifications, may be rejected or otherwise disregarded.

5. AMENDMENTS:

All amendments to and interpretations of this agreement shall be in writing. Any amendments or interpretations that are not in writing shall not legally bind the County and or its agents. It is the Offeror's responsibility to acknowledge receipt of amendments either by signing and returning one (1) copy of the amendment or by letter.

6. ANTI-COMPETITIVE PRACTICE:

Offerors that developed or drafted specifications, requirements, statement of work, Request for Bids, or Request for Proposals from this agreement shall be prohibited from participation in this proposed procurement.

7. ANTI-KICKBACK PROCEDURES

a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation

of any kind, which is provided, directly or indirectly, to any

prime Offeror, general Offeror employee, Subcontractor, or Subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a contract or in connection with a subcontract relating to a contract.

"Person," as used in this clause, means a corporation, partnership, and business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the County for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"General Contractor" as used in this clause, means a person who has entered into a contract with the County.

"General Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a Prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a General Contractor or Subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the General Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the Prime Contractor or a higher tier Subcontractor.

b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from.

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a general Offeror to the County or in the contract price charged by a Subcontractor to a General Contractor or higher tier Subcontractor.

c) (1) The Offeror shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Offeror has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Offeror shall promptly report in writing the possible violation. Such reports shall be made to the Contracting Officer and the County Attorney.

(3) The Offeror shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may

- (i) offset the amount of the kickback against any monies owed by the County under the prime contract and/or
- (ii) direct that the General Contractor withhold from sums owed a Subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the County unless the County has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the General Contractor shall notify the Contracting Officer and the County Attorney when the monies are withheld.

(5) The Offeror agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

8. ASSIGNMENT OF CONTRACT:

No contract may be assigned, sublet, or transferred without a written consent of the Director of Procurement. The solicitation, specifications, scope of work, proposal and negotiated results between the County and Offeror shall constitute the entire contract.

9. AUDIT:

Offeror shall keep accurate records and books of account showing all charges, disbursements or expenses made or incurred by Offeror in the performance of the service herein. County shall have the right, upon thirty days notice, to audit at any time up to one year after payment of its final invoice, the direct costs, expenses, and disbursements made or incurred in connection with the services to be performed herein as well as for the validity of the representations made and in the compensation provisions of this Agreement, and may examine Offerors books and records relating to these several areas. County may execute a technical audit of project progress at any time during the duration of the contract. County will allow a minimum of 72 hours of notice of a pending onsite inspection of project materials. Materials to be inspected may include, but are not limited to, project progress reports, logs from mission flights concerning AGPS, IMU, and data acquisition, logs from image processing, rectification, etc., procedure manuals, and QA/QC procedures manual.

10. CHANGES

All changes and claims for extra cost shall be in writing. The parties have right to make changes by written change order, with contract price and the time for completion being adjusted accordingly; and with the mutual acceptance by both parties

11. COMPENSATION:

COUNTY agrees to pay Offeror as compensation for Work and service provided fees in the amount agreed on, payable in installments for work confirmed as accepted and meeting the standard of quality to which agreed no later than thirty days after receipt of invoice by the County.

12. COMPLETE DOCUMENTS:

Plans, Specifications, General Conditions, Special Conditions, Requirements and all Supplementary Documents, will be essential parts of agreed on Contract and requirements occurring in one are as binding as though occurring in all.

13. CONTRACT ADMINISTRATION:

The Contracting Officer shall have the authority to act on the behalf of the County to make binding decisions with respect to this agreement. Questions or problems arising after award of this contract shall be directed to the Director of Procurement, 2020 Hampton Street, Suite 3064, Columbia, South Carolina 29204.

14. COUNTY FURNISHED DATA

All data and materials, negatives, diapositives, models, photographs, maps, plans, specifications, drawings, or other County furnished property shall remain the exclusive property of County. Offeror agrees by executing this agreement that such County property will be used for no purpose other than for work for County under this agreement. Offeror shall sign and deliver written itemized receipts for all such property and shall be responsible for its safekeeping. Upon conclusion of the work/services hereunder, all such property shall be returned to the County.

15. COUNTY'S RIGHTS OF OWNERSHIP:

Except for Offeror's proprietary software and materials, and the proprietary Operating System Software, all data, plans, drawings, images, materials, documentation (including electronic files or documents), and applications generated and prepared by or exclusively for the County pursuant to any agreement shall belong to the County. Offeror shall not sell, give, loan nor in any other way provide such to another person or organization, nor otherwise utilize any commercially valuable data, images, or developments created specifically by or for the County under this agreement, without the written consent of the Contracting Officer. Any external requests to procure these data or materials must be forwarded to the County.

16. COVENANTS AGAINST CONTINGENT FEES:

The Offeror warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Offeror for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17. DEFAULT

In case of default, the County reserves the right to purchase any or all items in open market, charging Offeror with any excessive costs. Should such charges be assessed, no subsequent Proposals of the defaulting Offeror shall be considered until the assessed charge has been satisfied.

18. DEFINITIONS:

- a) Richland County Government hereinafter will be referred to as "County" or "County."
- b) "Contracting Officer" shall be the person occupying the position of the Director of Procurement.
- c) "Offeror" shall be the firm submitting a proposal or bid for the pending acquisition.
- d) All references to days in this solicitation mean calendar days.
- e) All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- f) Request for Proposals, Bids, and Qualifications are procurement method selected for pending acquisition and will be referred to as "RFP", "RFB" or "RFQ".

19. DISCREPANCIES AND OMISSIONS

In case of discrepancies in the Plans, calculated dimensions shall govern. Any omissions from the Specifications as to items of equipment and material or quantities therefore, the Plan shall govern. It shall be the responsibility of the Proposer to call to the attention of the Engineer obvious omissions of such magnitude as to affect the strength, adequacy, function, operation, completeness, or cost of any part of the work in ample time for amendment by Addendum prior to the opening date.

20. DISCUSSIONS:

Offeror shall not attempt to negotiate with the using department or other parties, and shall not discuss any aspects of the procurement without prior written approval of the Director of Procurement.

21. DISPUTE RESOLUTION

The parties agree utilize the "escalation clause" by elevating the dispute upward in the County and utilizing the requirements established by the Richland County Code of Ordinances.

22. DOCUMENTATION AND PROJECT COMPLETION:

Upon completion of the project, Offeror shall furnish, at no extra charge all closeout documentation including:

Signed project completion notice approved, in writing, by County's Contracting Officer and Contracting Officer's Representative; Warranties and/or guarantees, Project-related training materials and/or training plan;
Any licensing; Contracted or plan for tech support, when appropriate; All required deliverables.

The County, Contracting Officer and the Contracting Officer's Representative will recognize each project as complete only upon written confirmation.

23. DRUG FREE WORKPLACE ACT:

The Offeror and the County agrees to comply with the requirements set forth in Title 44, Code of laws of South Carolina, 1976, Chapter 107, and shall apply to all procurement actions involving an award for FIFTY THOUSAND dollars, (\$50,000.00) or more. The Offeror is required to execute a statement certifying that they understand and are in full compliance with the Drug Free Workplace Act. Failure to comply with this requirement shall result in termination of this agreement.

24. EXAMINATION OF RECORDS:

The Administrator of Richland County or his duly authorized representative(s), and/or duly authorized representative from the office of the Internal Auditor shall until three (3) years after final payment under this contract, have access to and the right to papers and other records involving transactions related to this contract.

25. EQUAL EMPLOYMENT OPPORTUNITY

Offeror agrees not to discriminate against any employee or applicant on the basis of age, race, color, religion, sex, or national origin; and to take affirmative action to employ and treat employees without regard to such factors. Offeror will provide information and submit reports on employment as County requests.

26. FAILURE TO SUBMIT SOLICITATION

Recipients of this solicitation not responding should not return this solicitation, unless it is specified otherwise. Instead, they should advise the issuing office by letter or a postcard whether they want to receive future consideration for similar requirements. If a recipient does not submit a solicitation or fails to respond by submitting a "no Response" for three (3) consecutive bids for the same commodity, they shall be removed from the applicable Vendor list.

27. FORCE MAJEURE:

The Offeror shall not be liable for any excess costs if the failure to perform the contract arises out of cause beyond the control and without the fault or negligence of the Offeror. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather. In every case the failure to perform must be beyond the control of both the Offeror and Subcontractor and without fault or negligence of neither of them. The Offeror shall not be liable for any excess costs for failure to perform, unless supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Offeror to meet the required delivery schedule.

28. GOVERNING LAWS/DISPUTES

Notwithstanding any other provision of this Agreement, any dispute concerning any question of fact or law arising under this

Agreement that is not disposed of by agreement between Offeror and the County shall be decided by a court of competent jurisdiction of the County of Richland in the State of South Carolina, in accordance with the laws of South Carolina

29. GRATUITIES

County prohibits its employees from using their official position for personal financial gain, or from accepting any personal advantage from anyone under circumstances which might reasonable be interpreted as an attempt to influence the recipients in the conduct of their official duties. The Offeror or its employees shall not, under circumstances which might reasonably interpreted as an attempt to influence the recipients in the conduct of their duties, extend any gratuity or special favor to employees of County.

30. GUARANTEE:

The Offeror shall guarantee all workmanship and materials utilized in and for this contract being furnished for a period of not less than the contract term after the final inspection and acceptance of the deliverables. When defects of faulty material is discovered during the guaranteed period, the Offeror shall, immediately, upon notification by the County, proceed at own expense, to repair or replace the same, together with any damage to all the finished deliverables that may have been damaged as a result of omission and/or workmanship.

31. IMPROPER INFLUENCE:

The Contracting officer is the person occupying the position of the Director of Procurement. He is the only authorized "Agent" of the Country, and he is responsible for all contractual affairs of the contract to include service delivery. The Contracting Officer shall appoint, in writing, a technical representative to help him monitor performance. This individual shall be a county employee and hereinafter referred to as the Contracting Officer Representative (COR). The Offeror must use this chain of communications at all times on all aspects of this contractual relationship.

Soliciting of special interest groups or appointed and elected officials with the intent to influence contract awards or to overturn decisions of the Contracting Officer is hereby prohibited. Violation of this provision may result in suspension or debarment. Aggrieved Offerors are encouraged to use the County policy on any matter related to this contract.

32. INDEMNIFICATION:

Offeror shall indemnify, defend and hold harmless the County, its employees, and directors, each from and against all loss, damage, claims, and actions, and all expenses incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortuous acts caused or contributed to by the Offeror or anyone acting under its direction or control or in its behalf in the course of its performance under this agreement, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Offeror or a Subcontractor or an agent of the Offeror or an employee of anyone of them, regardless of the negligence of the County or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole negligence or willful misconduct. Upon request of the County, Offeror shall, at no cost or expense to the County, defend any suit asserting a claim for any loss, damage or liability specified above, and Offeror shall pay any cost and attorneys' fees that may be incurred by the County in connection with any such claim or suit or in enforcing the indemnity granted above.

33. LICENSES, PERMITS AND CERTIFICATES

The Offeror at their own expense shall secure all licenses, permits, variances and certificates required for and in connection with any and all parts of the work to be performed under the provisions of this agreement.

34. MATERIALS REQUIRED:

Materials required must be in conformity with the specifications and shall be subject to inspection and approval after delivery, and shall comply in quality and type of material and method of manufacturer with all applicable local and state laws pertaining hereto. The right is reserved to reject and return at the risk and expense of the Contractor such portion of any shipment, which may be defective or fail to comply with specifications, and without validating the remainder of the order.

35. NON-APPROPRIATIONS

Any contract entered into by the County shall be subject to cancellation without damages or further obligations when funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period or appropriated year.

36. NOTICES

Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand and signed for or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

- notice may be by means other than those listed, other than oral;
- parties must acknowledge the receipt of any notice delivered in person;
- Date of notice shall be the date of delivery or date signed for on certified registered mail by the U.S. mail; and
- either party may change its address by written notice within ten calendar days to the other.

County: Richland

***Richland County Office of Procurement
Attn: Rodolfo A. Callwood, Director
2020 Hampton Street, Suite 3064, Third Floor
Columbia SC 29204***

With a carbon copy to:

***Richland County Sheriff's Department
Attn: Chief, Daniel Johnson
5623 Two Notch Road
Columbia, SC 29223***

37. OFFEROR'S QUALIFICATIONS:

Offeror must be regularly established in the business called for, and who by executing this agreement certifies that they are financially capable and responsible; is reliable and has the ability and experience, to include, the facility and personnel directly employed or supervised by them to complete this contract. Offeror certifies that they are able to render prompt and satisfactory service in the volume called for under this contract.

County may make such investigation, as he deems necessary to determine the ability of the Offeror to perform the work. The Offeror shall furnish to the County all such information and data as the County may request, including, if requested, a detailed list of the equipment which the Offeror proposes to use, and a detailed description of the method and program of the work he proposes to follow. The County reserves the right to terminate, if anytime throughout the term of this agreement the evidence submitted by, or investigation of, the Offeror fails to meet all requirements as stipulated or satisfy the County that the Offeror is properly qualified to carry out the obligations of the contract and to complete the work

38. OFFEROR'S RESPONSIBILITY

The Offeror certifies that he/she has fully acquaint himself/herself with conditions relating to the scope, and restrictions attending the execution of the work under the conditions of this agreement. The failure or omission of a Offeror to acquaint himself/herself with existing conditions shall in no way relieve the Offeror of any obligation with respect to this contract.

39. "OR APPROVED EQUAL" CLAUSE:

Certain processes, type of equipment or kinds of material are described in the specifications and/or on the drawings by means of trade names and catalog numbers. In each instance where this occurs, it is understood and inferred that such description is followed by the word "or approved equal." Such method of description is intended merely as a means of establishing a standard of comparability. However, the Owner reserves the right to select the items, which, in the judgment of the Owner, are best suited to the needs of the Owner based on price, quality, service, availability and other relative factors. Proposer must indicate brand names, model, model numbers, size, type, weight, color, etc., of the proposal. If not exactly the same as the item specified, vendor's stock number or catalog number is not sufficient to meet this requirement. The Proposer desires to furnish an item different from the specifications, he/she shall submit, along with the proposal, information, data, pictures, designs, cuts, etc., of the material he/she plans to furnish so as to enable the Owner to compare the material specified; and, such material shall be given due consideration. The Owner reserves the right to insist upon and receive items as specified, if the submitted items do not meet the Owner's standards for acceptance.

40. ORDER OF PRECEDENCE

In the event of inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: **(a) SPECIAL CONDITIONS, (b) REQUIREMENTS (c) SPECIFICATIONS, (d) GENERAL CONDITIONS**

41. OTHER WORK

The County shall have the right to perform or have performed similar or such other work, as it may desire while Offeror is performing work. The Offeror shall perform its work in a manner that enables completion of other work without hindrance or interference (or shall properly connect and coordinate its work with that of others when required). Any claim of interference due to other work must be made to County within ten (10) calendar days of its occurrence or it is deemed waived.

42. PATENT:

The Offeror shall hold the County, its officers, employees, and agents, harmless from liability of any nature or kind whatsoever, on account of use by the publisher or authorized agent or manufacturer, and any copyrighted/un-copyrighted composition, secret process, article or application furnished or used under this solicitation.

43. PACKAGING AND DELIVERY:

All shipments shall be FOB to the County's location, as cited on the purchase order(s) and/or contract(s). Purchase order and/or contract number shall be clearly displayed on the shipping container. Furthermore, the parties agree hereto, that delivery by the Offeror to the common carrier does not constitute delivery to the County. Any claims for loss or damage, shall be between the Offeror and the carriers.

44. PAYMENT

Offeror will invoice County each month for services rendered during previous month. Under provisions of the Prompt Payment Act payment terms are "Net 30 days" the County will make every attempt to satisfy the payment request within thirty- (30) calendar days as of receipt of invoice by the Contracting Officer for work confirmed as accepted and meeting the standard of quality to which agreed. The County may pay interest to Offeror at a rate

equal to **0.001%** on sums, which the County fails to remit to the Offeror any undisputed portions within thirty - (30) days from date of Contracting Officer receipt of a valid and correct invoice on any unpaid amount for each month or fraction thereof, that such payment is delinquent due no fault of Offeror. Invoices shall be submitted periodically for the amount of work carried out and approved as accepted in that period. Invoices submitted for payment for services provided under this contract, shall contain as a minimum:

- Name of business concern;
- Contract number;
- Project number;
- Complete description of services;
- Cost/price of services actually delivered;
- Name; title; telephone number and complete mailing address of responsible official to whom payment is to be sent.
- shall be sent to the COR for the project at least four weeks prior to desired payment date.
- with the submission of any application for payment, Offeror must submit a schedule of values for the various parts of the work accomplished.
- Each month (or at such regular intervals as the parties may decide), County shall pay Offeror 90 percent of the value of the work
- Balance shall be paid upon completion of all work and County's final acceptance of all work.
- Option: After filing a Notice of Completion, County shall pay Offeror a sum sufficient to increase the total payments to 90 percent of the contract price (Completion Payment). No later than sixty days after filing of the Notice of Completion and upon receipt of a full and complete release of all liens or lien bonds, County shall pay the unpaid balance to Offeror (Final Payment).
- Payment does not constitute acceptance of defective or nonconforming work or work with errors or omissions or otherwise relieve Offeror of any obligation under the contract.
- The County may disputes the value and quality of the work in question
- The County shall have the right to withhold payments from the Offeror due to actual or prospective loss due to defective or nonconforming work;
- damage or cost for which Offeror is liable;
- amounts representing Offeror's inability to complete the work or breach of any terms or conditions of the contract,

Invoices submitted periodically for the amount of work carried out and approved as accepted in that period shall be sent to:

Richland County Finance Department
Attn: Accounts Payable
P. O. Box 192
Columbia, SC 29201

45. PERMITS, LAWS, AND REGULATIONS

The Offeror will comply with "all applicable laws and regulations" and agrees to at a minimum comply with:

- The Fair Labor Standards Act;
- Statutes regarding qualification to do business;
- Statutes prohibiting employment discrimination;
- OSHA (e.g., all materials and services furnished meet or exceed OSHA safety standards);
- EPA regulations;
- Governmental price regulations/orders (as required by law, Offeror will deliver proof that materials sold or installed and services rendered comply with price regulations) if a federal grant project.

The Offeror shall obtain all permits or licenses required in connection with the work, give all notices, pay all fees, etc., to ensure compliance with law (unless County elects to procure and pay for same), and shall deliver all proof of compliance to County upon the County's final acceptance of the work.

- Offeror shall report to County any aspect of noncompliance of specifications, drawings, and other contract documents with the law.
- If Offeror cannot procure necessary permits, County may cancel the contract without liability or may procure the permits and deduct the cost thereof from the contract price (only at the discretion of the Director of Procurement/Contracting Officer).

46. PRIME CONTRACTOR, ASSIGNMENT AND SUBCONTRACTING

The Offeror shall be the "Prime Contractor", and the agreement shall be the primary agreement. All other agreements between the County and Offeror shall be subordinate to the primary agreement in the event of conflict between the primary agreement and any other agreements unless, otherwise specifically stated herein, or by mutually executed Amendment hereto. The County shall consider the Offeror to be sole point of contact with regard to all contractual matters of this project.

Offeror hereto without the express written consent of the Contracting Officer shall not assign obligation under this agreement to another party.

If any part of the work covered by the agreement is to be subcontracted, the Offeror shall submit the qualifications of the subcontracting organization and the proposed contractual arrangements to the County for approval prior to execution of the contract. The approved Offeror-Subcontractor contractual agreement, excluding financial information, shall be provided to the County. Approval by the County of such subcontract shall not in any way relieve Offeror of any of their obligations, responsibilities, or liabilities, under this agreement, regardless of the nature and conditions of such Subcontractor services and actions on Offeror's behalf.

47. PROHIBITION OF GRATUITIES:

Amended Section 8-13-720 of the 1976 Code of Laws of South Carolina states:

"WHOEVER gives or offers to any public official or public employee any compensation including a promise of future employment to influence his action, vote, opinion or judgment as a public official or public employee or such public official solicits or accepts such compensation to influence his action, vote, opinion, or judgment shall be subject to the punishment as provided by Section 16-9-210 and Section 16-9-220. The provisions of this section shall not apply to political contributions unless such contributions are conditioned upon the performance of specific actions of the person accepting such contribution nor shall they prohibit a parent, grandparent or relative from making a gift to

a child, grandchild or other close relative for love and affection except as hereinafter provided.”

48. PROJECT ORGANIZATION

It is expected that Offeror will be dealing with various members of the County's Staff during the course of this agreement. To establish a clear line of communications, a Contracting Officer Representative (COR), acting as Project Manager, shall be appointed to oversee and coordinate all aspects of the work. He/she shall be the focal point of contact with the Offeror.

49. PROPRIETARY INFORMATION:

Offeror(s) shall visibly mark as “Confidential” each part of their proposals which they consider proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum. Supp.) (Freedom of Information Act). If any part is designated as “Confidential,” there must be attached to that part an explanation of how the information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this may be brought against the County or its agent for its determination in this regard.

50. PUBLICITY RELEASES:

Offeror agrees not to refer to award of this contract in commercial advertising in such manner as to state to imply that the products or services provided are endorsed or preferred by the County.

51. QUALIFICATIONS:

a) Solicitations shall be considered only from Offerors who are regularly established in the business called for, and who in the judgment of the Owner are financially responsible and able to show evidence of their reliability, ability, experience, facilities and personnel directly employed or supervised by them, to render prompt and satisfactory service in the volume called for under this contract.

b) The Owner may make such investigations as he deems necessary to determine the ability of the Offeror to perform the work, and the Offeror shall furnish to the Owner all such information and data for his purpose as the Owner may request, including, if requested, a detailed list of the equipment which the Offeror proposes to use, and a detailed description of the method and program of the work he proposes to follow. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Owner that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

52. QUALITY OF PRODUCT:

Unless otherwise indicated in this solicitation, it is understood and agreed that any item offered or shipped shall be new and in first class condition, that all containers shall be new and suitable for storage and/or shipment, and that process include standard commercial packaging. For “information technology” procurements, if items are other than new (i.e. remanufactured or refurbished) are being proposed, the Offeror must obtain written permission to offer such items at least five (5) days in advance of RFB receipt date from the Director of Procurement.

53. REJECTION

(a) Any Submittal that fails to conform to the essential requirements of the Request for Proposal (RFP) shall be rejected.

(b) Any Submittal that does not conform to the applicable requirements and specifications shall be rejected unless the RFP authorized the submission of alternate Submittals and the Submittal offered as alternates meet the requirements specified in the invitation.

(c) Any Submittal that fails to conform to the delivery schedule or permissible alternates stated in the RFP shall be rejected.

(d) A Submittal shall be rejected when the Vendor imposes conditions that would modify requirements of the invitation or limit the Vendor's liability to the County, since to allow the Vendor to impose such conditions would be prejudicial to other

Vendor's. For example, Submittals shall be rejected in which the Vendor-

(1) Protects against future changes in conditions, such as increased costs, if total possible costs to the County cannot be determined;

(2) Fails to state a price and indicates that price shall be "price in effect at time of delivery;"

States a price but qualifies it as being subject to "price in effect at time of delivery;"

Requires that the County is to determine that the Vendor's product meets applicable County requirements and specifications;
or

Limits rights of the County under any contract clause

A Vendor may be requested to delete objectionable conditions from a Submittal provided the conditions do not go to the substance, as distinguished from the form of the Submittal, or work an injustice on other Vendor's. A condition goes to the substance of a Submittal where it affects price, quantity, quality, or delivery of the items offered.

Any Submittal may be rejected if the Contracting Officer determines in writing that it is unreasonable as to price.

Unreasonableness of price includes not only the total price of the Submittal, but the prices for individual line items as well.

Any Submittal may be rejected if the prices for any line items or sub-line items are materially unbalanced.

Submittals received from any person or concern that is suspended, debarred, proposed for debarment or declared ineligible as of the Submittal opening date shall be rejected unless a compelling reason determination is made.

The Contracting Officer must reject Submittals received from concerns determined to be non-responsible.

When a Submittal guarantee is required and a Vendor fails to furnish the guarantee in accordance with the requirements of the Submittals, the Submittal shall be rejected.

The originals of all rejected Submittals, and any written findings with respect to such rejections, shall be preserved with the papers relating to the acquisition.

After submitting a Proposal, if all of a Vendor's assets or that part related to the Submittal are transferred during the period between the Submittal opening and the award, the transferee may not be able to take over the Submittal. Accordingly, the Contracting Officer shall reject the Submittal unless merger, operation of law effects the transfer or other means not barred by law.

54. SPECIFICATIONS:

Any deviation from the specifications indicated herein must be clearly pointed out, otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful Bidder shall be held responsible therefore. Deviations must be explained in detail on separate sheets and be attached to the submitted proposal.

55. SEVERABILITY:

If any term of provision of any contract resulting from this solicitation shall be found to be illegal or enforceable, notwithstanding any such legality or enforceability, the remained of said contract shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable there from.

56. STATEMENT OF COMPLIANCES AND ASSURANCES:

Offeror(s) to be eligible for consideration shall be required to certify in writing, that the firm or agency represented in the proposal submitted, complies with all applicable federal and state laws/regulations and County ordinances.

a. Offeror(s), shall be required to provide with each proposal, a written assurance of non-collusion and understanding and

acceptance of any and all provisions stated in this contract.

b. A statement of Compliance and Assurance, along with other statements and certification shall be provided to Offerors and be part of each solicitation.

57. SERVICE DATA MANUALS:

The contractor agrees to furnish two (2) copies of a manual, handbook, or brochure containing operating and maintenance instructions (to include pictures, illustrations, and schematics and complete repair/test guides as necessary). When applicable, it shall include electrical data and connection diagrams for all utilities. The instruments shall also contain a complete list of all replaceable parts, showing part numbers, nomenclature and quantity required.

58. SOUTH CAROLINA LAW CLAUSE:

The Offeror must comply with the laws of South Carolina, which require such person or entity to be authorized and/or licensed to do business in this state. Notwithstanding the fact, that applicable statutes may be authorized and/or licensed to do business in this state, by signing this agreement, the Offeror agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina, as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the State/County.

59. SUBCONTRACTS:

Offeror shall not subcontract work hereunder without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void. If Offeror proposes to subcontract any of the work hereunder, it shall submit to the County the name of each proposed Subcontractor(s), with the proposed scope of work, which its Subcontractor is to undertake. The County shall have the right to reject any Subcontractor, which it considers unable or unsuitable to satisfactorily perform. Offeror shall not enter into any cost reimbursable contracts with any proposed Subcontractor without County's prior written authorization.

Notwithstanding any consent by the County to a proposed subcontract, Offeror shall remain responsible for all subcontracted work and services. Offeror agrees it shall be as fully responsible to the County for the acts and omission of its Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Offeror.

Neither this provision, this contract, the County's authorization of Offeror's agreement with Subcontractor, County's inspection of a Subcontractor's facilities, equipment or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County. Offeror shall include in each of its subcontracts a provision embodying the substance of this article and shall exhibit a copy thereof to the County before commencement of any work by a Subcontractor. Offeror's violation of this provision shall be grounds for the County's termination of this contract for default, without notice or opportunity for cure.

In addition, Offeror indemnifies and holds the County harmless from and against any claims (threatened, alleged, or actual) made by any Subcontractor (of any tier) for compensation, damages, or otherwise, including any cost incurred by the County to investigate, defend, or settle any such claim.

60. TERMINATION:

County shall have the right to terminate this Agreement in whole or in part for its convenience at any time during the course of performance by giving thirty- (30) days written or telegraphic notice. Upon receipt of any termination notice, Offeror shall immediately discontinue services on the date and to the extent specified in the notice. Offeror shall be paid the actual written approved costs incurred during the performance hereunder to the time specified in said notice, not previously reimbursed by County to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Offeror prior to and in connection with discontinuing the work hereunder. In no event shall such costs include unabsorbed overhead or

anticipatory profit, nor shall such costs exceed the total price of any individual supplement or Project Release.

County may also cancel or terminate for default this Agreement in whole or in part by thirty (30) days written, electronic or telegraphic notice to Offeror:

if Offeror shall become insolvent or make a general assignment for the benefit of creditors; or

if a petition under the Bankruptcy Act is filed by Offeror; or

if Offeror becomes involved in some legal proceedings that in the opinion of County interfere with the diligent, efficient performance and satisfactory completion of the services; or

if Offeror fails to make delivery of the supplies or to perform the services within the time specified or any County-authorized extension thereof.

61. TIME OF COMPLETION:

Date of delivery shall be a consideration factor in the awarding process. The Proposer shall include with this proposal delivery dates for each item as requested, and shall furnish all items in accordance with the solicitation unless an extension was granted by the Director of Procurement, in writing.

62. WAIVER:

The County reserves the right to waive any provisions of the General or Special Conditions, or specification deviations.

64. PIGGYBACK PURCHASES PROGRAM:

It is the intention of this solicitation to allow for other governmental and non-profit agencies operating within the State of South Carolina is permitted to procure the same products and services from the servicing Vendor/Contractor, under the same terms and conditions set forth under the final negotiated and/or awarded contract between Vendor/Contractor and the County. It is suggested that all such procurements reference the solicitation number that is assigned by Richland County Government.

The use of the agreement by any unit of government will be optional.

Sales to any unit of government by the Vendor/Contractor shall be optional.

The successful Vendor/Contractor to whom an award is made must agree to allow the prices offered on this proposal extended to governmental entities. The prices, terms, or conditions may be the same, allowing for minor changes based on the geographical, demographical and financial requirements and allowances.

Any resulting Agreement is solely between supplier and third party entities of government. Billings for items purchased from any agreement negotiated utilizing this Piggyback Clause shall be directed to the governmental agency purchasing these items.

Richland County shall not be responsible for any problems, which may arise between other units of government and the vendor/Contractor as a result of any negotiated terms and conditions, sales and/or purchase made.

Participation of other governmental entities will not be considered in making of awards under this solicitation.

SECTION - C

*STATEMENT OF ASSURANCE, COMPLIANCE &
NONCOLLUSION*

DRUG FREE WORKPLACE

NO RESPONSE FORM

Richland County, South Carolina Statement of Assurance, Compliance and Noncollusion

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- (1) The undersigned, as Vendor, certifies that every provision of this Submittal have been read and understood.
- (2) The Vendor hereby provides assurance that the firm represented in this Submittal:
 - (a) Shall comply with all requirements, stipulations, terms and conditions as stated in the Submittal/Submittal document; and
 - (b) Currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this solicitation; did not participate in the development or drafting specifications, requirements, statement of work, etc. relating to this solicitation; and
 - (c) Is not guilty of collusion with other Vendors possibly interested in this Submittal in arriving at or determining prices and conditions to be submitted; and
 - (d) No person associated with Vendor's firm is an employee of Richland County. Should Vendor, or Vendor's firm have any currently existing agreements with the County, Vendor must affirm that said contractual arrangements do not constitute a conflict of interest in this solicitation; and
 - (e) That such agent as indicated below, is officially authorized to represent the firm in whose name the Submittal is submitted.

Name of Firm:

Name of Agent:

Signature & Title:

Address:

City, State & Zip:

Telephone:

Subscribed and sworn to me this _____ day of _____, 20____.

(Title) My commission expires:

NOTARY SEAL

Drug Free Workplace Act Statement

The undersigned hereby certifies that he/she understands and is in full compliance with the requirements set forth in Title 44, Code of Laws of South Carolina, 1976, Chapter 107, Paragraph 47, as set forth in item 41 of the general conditions of this solicitation.

Name of Company: _____

Agent of Company: _____

Signature of Agent: _____

Date: _____

Subscribed and sworn to me this _____ day of _____, 20____.

(Title) My commission expires:

NOTARY SEAL

No Bid Response

If a "No Qualification" is to be submitted, please check the appropriate box(es) below and return this form, prior to the Qualification due date, to:

Richland County Office of Procurement
2020 Hampton St, Suite 3064
Columbia, SC 29204

Cannot respond to this solicitation due to the following reason:

- ☐ Do not sell or provide the requested goods or services
- ☐ Cannot comply with specifications/statement of work
- ☐ Specifications/statement of work is unclear
- ☐ Cannot meet delivery or period of performance
- ☐ Delivery/period of performance is unreasonable
- ☐ Cannot meet the bond requirements
- ☐ Not enough time to prepare Qualification
- ☐ Plan to subcontract
- ☐ Job is too large
- ☐ Job is too small
- ☐ Other(please specify) _____

Company: _____

Phone/Fax: _____

Company Rep.: _____

Signature: _____

Section – D

BID SCHEDULE

RC-004-B-0910
Fourier Transform Infrared Mass Spectrometer

RICHLAND COUNTY PROCUREMENT
 COLUMBIA, SOUTH CAROLINA 29204

NOTE: For Request for bids the terms “offer” and “Offeror shall mean “Bid” and “Bidder” respectively. By signing and dating in the space below, the Offeror is agreeing to and acknowledging the acceptances of the Bid Schedule page twenty (25 of 43). This page must be submitted with the Offer.

Line Item#	Description	Unit of Issue	Qty	Unit Price	Extended Price
1.	FOURIER TRANSFORM INFRARED MASS SPECTROMETER	EACH	1	_____	_____

2. Parts Warranty: _____ Years Extended Warranty: _____

3. Delivery Time upon receipt of order: _____ Calendar Days

The Contractor shall furnish items identified under description in accordance with Special Conditions/Provisions Section “F” and specifications in Section “G” and all other terms and conditions as set forth elsewhere herein.

Name and Title of Authorized Agent:
 (print or type)

Signature and Date:

 (Name)

 (Signature of Authorized Agent)

 (Title)

 (Date)

 (Telephone, Fax Number, and e-mail address)

 (Federal Identification Number)

Subscribed and sworn to me this _____ day of _____, 20____.

 (Title) My commission expires:

NOTARY SEAL

Section - E

General Information

General Information

Fourier Transform Infrared Mass Spectrometer

Purpose of the Request for Bid (RFB)

Richland County is soliciting bids from qualified vendors to provide One (1) Fourier Transform Infrared Mass Spectrometer. Vendors must note that Richland County is seeking to purchase this spectrometer from a selected vendor and shall not consider response offering any other equipment.

This Request for Bid has been compiled for providing information, requirements, guidelines, specifications, and other data that can be used by vendors who wish to submit a Bid for consideration.

It is the intention of this competitive procurement that other governmental and non-profit agencies operating within the State of South Carolina be permitted to procure the same services from the awarded Vendor, under the same terms and conditions set forth under the final negotiated contract between Vendor and Richland County. It is required that all such procurements reference the contract number that shall be assigned by Richland County at the time of contract award.

About Richland County

County is located in the center of South Carolina and covers a total area of 756 square miles. The County surrounds the state capital city of Columbia, which is also the County seat. Established in 1785, the County has grown to become home to just over 334,000 residents, and represents a thriving business, industrial, governmental, and educational center. The County employs approximately 1765 people and operates a general fund budget in excess of \$100 million dollars.

Ranked consistently as one of the fastest growing areas in the State, Richland County and Columbia possess a virtually recession-proof economy. This is due to the presence of the seats of State and County government, the University of South Carolina, 7 additional institutions of higher education, and Fort Jackson (the nation's largest and most active initial entry Army training base). Other positive attributes of the area include the new 142,500 sq. ft. Columbia Metropolitan Convention Center, Riverbanks Zoo & Botanical Gardens (twice awarded the Governor's Cup for the most outstanding tourist attraction in South Carolina), the Richland County Public Library (ranked 8th national among urban libraries serving a population of 250,000 – 499,999) and the Colonial Center (the largest arena in the state of South Carolina at 18,000 seats and the 10th largest on campus basketball facility in the nation).

Approximately 65% of the land within the County is categorized as forest, 15% as urban, and the remaining 20% falls into the wetlands agriculture water, range land and barren categories. The average maximum temperature is 75.4 degrees Fahrenheit, the average minimum temperature is 51.4 degrees Fahrenheit, and the average annual precipitation is 48.5 inches.

The County is governed by an 11-member council, which in turn appoints an Administrator to handle daily operations and to provide professional expertise in government management. Under state law, the County is the primary governmental unit for the administration of law enforcement, justice, health, education, taxation, social service, library service, agricultural service, and the maintenance of public records.

Section – F

Special Conditions

RC-004-B-0910
Special Conditions
Fourier Transform Infrared Mass Spectrometer

INSTRUCTIONS

1. **Only one bid per company will be accepted.**
2. Bids shall be publicly received and the name of the submitting parties shall be recorded at the time and place indicated by Section # 6B and the Advertisement of this solicitation.
3. Bids shall be made in the official name of the firm or individual under which business is conducted (showing official business address) and shall be signed in ink by a person duly authorized to legally bind the person, partnership, company or corporation submitting the Bid. In addition, the Federal Identification Number (FEIN) or in it's absence, the Social Security Number of the individual issuing the invoices must be included.
4. Bidder(s) are to include all applicable requested information.
5. Sealed Bids clearly marked: ***"RC-004-B-0910, Fourier Transform Infrared Mass Spectrometer"***

shall be submitted in an enclosed and secured envelope/container. A decal must be affixed to the lower left hand corner of the envelope/container containing the Bid with the name and address of the sender, and shall be addressed to the ***Richland County Office of Procurement, 2020 Hampton Street, Suite 3064 (3rd Floor), Columbia, S.C. 29204.***
6. Bids shall be accepted until ***2:00 P.M., Eastern Standard Time, Thursday, December 17, 2009.*** Bids received after the above date and time shall not be considered.
7. In the event that a Bid is unintentionally opened prior to the official time set for the opening, the employee opening such a Bid shall immediately sign the envelope, state his position/title and deliver it to the Director of Procurement.
8. **All prices and quotations shall be entered in ink or type written, and shall remain firm for not less than ninety (90) calendar days from bid due date. Mistakes may be crossed out and corrections inserted adjacent thereto, and shall be initialed in ink by the person signing the Bid.**
9. The County shall not accept responsibility for unidentified Bids.
10. For additional information, please contact Yolanda Davis. at davisy@rcgov.us
11. The County shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne by the Bidder.
12. It is the intent and purpose of Richland County that this solicitation permits competition. It shall be the Bidder's responsibility to advise the Director of Procurement in writing if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this solicitation to a single source. Such notification shall be submitted in writing, and must be received by the Office of Procurement at least five calendar (5) days prior to Bid receipt date. A review of such notification shall be made.

13. Every effort has been made to ensure that all information needed is included in this document. If the Bidder finds that he/she cannot complete his/her response without additional information, he/she may submit written questions to the Office of Procurement at least five calendar (5) days prior to Bid receipt date. No further questions will be accepted after this date.
14. When applicable, South Carolina Sales Tax (7%) shall be shown as a separate entry on offer total summation. In other words, there shall be a Bid subtotal with S.C. Tax added in to create a grand total. When required, exemption certificates shall be furnished on forms provided by the Bidder.
15. Bid preparation must follow the directions below:
 - a. All Bids shall be complete and carefully worded, and must convey all of the information requested by the County. If significant errors are found in the Bid, or if the Bid fails to conform to the essential requirements of the RFB, the County and the County alone, will be the judge as to whether that variance is significant enough to reject the Bid.
 - b. Bids are to be prepared simply and in a manner designed to provide the County with a straightforward presentation of the Bidder's capability to satisfy the
 - c. Requirements of this RFB. The Bidder's Bid must, therefore, follow the RFB format, utilizing the same section titles and paragraphs.
 - d. Bids must not include any comments over and above the specific information requested. Exceptions to specifications must be included as a separate appendix to your Bid.
16. Bids must be clearly marked **"Confidential"** for each part of the Bid that is consider to be proprietary information that could be exempt from disclosure under Section 30-4-40, Code of Laws of South Carolina, 1976 (1986 Cum Supp.) (Freedom of Information Act). If any part is designated as **"Confidential"**, there must be attached to that part an explanation of how this information fits within one or more categories listed in Section 30-4-40. The County reserves the right to determine whether this information should be exempt from disclosure.
17. To maintain the integrity of the procurement process, all contacts and discussions shall be directed to the Director of Procurement after the date of the answer and question period. The Director of Procurement may waive this provision on a case-by-case basis, and such waiver shall be documented.

Verbal comments or discussions by county associated personnel relative to this solicitation shall not be binding!
18. Any exceptions to the specifications shall be addressed on a separate sheet of paper clearly marked "Exceptions", signed and attached to the solicitation and submitted with the bid.
19. Standard manufacturer warranty shall be a minimum of one (1) year on the Fourier Transform Infrared Mass spectrometer and parts. A copy of the manufacturer warranty shall be submitted along with the bid.
20. Bidder must include with the bid manufacturer's descriptive literature and specifications on the unit bided on.
21. Award bidder shall provide two (2) complete copies of operator's and service manuals, to include wiring diagrams if applicable.
22. False Statements in Submittal of bids.

Bidders must provide full, accurate, and complete information as required by this solicitation and its attachments. The penalty for making false statements in solicitations will be debarment or suspension from participating in Richland County solicitations, purchasing and award of contracts for a period as prescribe by the Director of Procurement.

Richland County does not waive its rights to seek further actions.

24. Submission of Offers in English.

Offers submitted in response to this solicitation shall be in English. Offers received in other than English Language shall be rejected.

25. Submission of Offers in U.S. Currency.

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

26. This is a one time contract.

27. Award will be made to the lowest most responsive, responsible bidder.

28. **The delivery shall be to the following address:**

**Richland County Sheriff Department
Attn: Traci Dove
5623 Two Notch Road
Columbia, SC 29223**

Traci Dove is the point of contact for delivery; she can be contacted at 803 576-3104

Delivery hours are 9:00 a.m. to 4:00 p.m., Monday through Friday.

29. The Fourier Transform Infrared Spectrometer shall have the minimum required specifications that are described in pages 34 through 39. **You must completely fill out every category under the Compliance Section.**

30. **Installation and on-site personnel training** is mandatory for the Fourier Transform Infrared Spectrometer.

Section – G

SPECIFICATIONS

Fourier Transform Infrared Mass Spectrometer Specifications

General Statement:

The specifications herein describe equipment that shall be new, with no concealed damages, (unused), 2008 or 2009 model year production. The equipment shall be supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature, except for those accessories and equipment where furnishing such would conflict with a specific requirement otherwise called for herein. In such cases, the specific requirement herein takes precedence. Optional equipment as necessary to meet the specifications shall also be installed. All such equipment shall be included in the bid price for each line item. All parts, service and operator's manuals shall be furnished. Note that it is possible that an item that is standard for the manufacturer may be listed as an option in this bid. In the case(s), in accordance with the above paragraph, it is required that the bidder still furnishes such standard equipment in the base unit price. Bidder is not to deduct this equipment from base unit offered herein in order to furnish and price it as an option(s). Such standard equipment so deducted from the base unit price by vendor and priced herein as an option shall still be furnished with the base unit at the base unit price offered. The county, using the manufacturer's data book or other published literature as necessary, may check all such equipment.

All parts, accessories, and equipment specified herein are to be manufacturer's original equipment (unless otherwise allowed), and are to be furnished and installed by the manufacturer. Those items furnished by manufacturer but normally shipped loose for dealer installation are exempted from the requirement to be manufacturer installed (but they still must be manufacturer furnished and warranted).

Any equipment that is vendor-furnished (when allowed in bid) is to be fully compatible with the specific equipment on which it is furnished. In addition, such equipment is to be typical of best industry practices with respect to design, quality, size, color, material, construction, and any other applicable characteristics. Final approval of vendor-furnished equipment is to be by the county, using the above criteria, at the time of delivery or before the vendor orders such equipment, whichever is more appropriate.

SUBSTITUTIONS:

Substitutions and standard equipment changes are not permitted without prior written approval of the county.

GENERAL:

Unit bid shall be the currently advertised and produced model with all the latest standard features whether or not called for in these specifications, except where this specification requires substitution in lieu of manufacturer's standard. (Attach current model brochure/specifications.) All items specified must be included in base bid.

Indicate compliance with either a "yes" or "no" answer. A "YES" answer indicates 100% compliance with the entire statement. Bid must meet, or exceed, stated specifications, unless otherwise qualified. Explain all "NO" answers in detail on a separate page, clearly referencing the relevant non-conforming item(s).

Specifications Continued from Page 34 of 39

The Fourier Transform Infrared Mass Spectrometer shall have the minimum required specifications are described below.

Compliance
Yes or No

System Optics

1. The sealed and desiccated spectrometer must be equipped with CaF₂ coated KBr sample compartment protection windows. The desiccant canisters must be rechargeable and accessible with no need to open the spectrometer. The system must have a humidity indicator inspection window. The instrument must be equipped with internal layout for optional purge operation.

Yes _____ No _____
2. Interferometer must be dynamically aligned, frictionless, Michelson design. The velocity must provide collection capabilities of up to **40 spectra independently archived, per second**, at a spectral resolution of 16 cm⁻¹. This scan speed allows rapid scan kinetic studies like UV-curing. The interferometer must be capable of **spectral resolution better than 0.4 cm⁻¹** (not apodized-boxcar) and the spectrometer must have a motorized aperture at the source, for optimal peak shape collection of data. The instrument must be capable of at least **30,000:1 peak to peak** signal to noise, measured at 4 cm⁻¹ resolution by collecting 80 seconds background, 60 seconds sample, in the region 2200-2100 cm⁻¹, with Strong Beer Norton apodization and no purge. The **wavelength precision** must be within 0.01 cm⁻¹ with no need for software calibration.

Yes _____ No _____
3. The interferometer standard beamsplitter must be KBr/Germanium coated, optimized for medium infrared spectral range, and maximum emission range below 2000 cm⁻¹. The **spectral range must be 7800-350 cm⁻¹**. An optional interferometer mounting an extended range XT-KBr beamsplitter with maximum emission range above 2000 cm⁻¹ must be available. The spectral range of this interferometer must be 11000-375 cm⁻¹.

Yes _____ No _____
4. The instrument must be equipped with **integrated scan button** panel for at-instrument collection of spectra or SOP execution. The **accessory sample compartment** must have automatic recognition and smart lock-in mechanical design.

Yes _____ No _____
5. The **source** must be externally mounted and accessible without opening the instrument cover. The spectrometer must have the **option for a second source** (Tungsten Halogen NIR Source) stored in the instrument with no need to open the cover, and source exchange must be achieved externally for quick configuration in the medium or near infrared range.

Yes _____ No _____
6. The spectrometer must **include a Performance Verification** motorized wheel. The wheel must provide beam attenuation filters, NG-11 glass for detector linearity test and NIST-traceable 1.5 MIL (38 microns) polystyrene film. The validation wheel must be serialized and labeled with expiration date information.

Yes _____ No _____

Specifications Continued from Page 35 of 39

Compliance	
Yes	No

7. The system must provide an optional **external beam** for additional sampling modules or infrared microscopes capability. _____
8. The **standard detector** must be a shielded DLA-TGS room temperature stabilized. The spectrometer electronics must be compatible with MCT-A liquid nitrogen-cooled detectors and integrating sphere near-infrared InGaAs room temperature detector. _____
9. The spectrometer must be compatible with additional **external modules** for permanently mounted TGA-IR interface or near-infrared integrating sphere experiments. _____
10. The instrument must come standard with **3-years parts warranty** on infrared source, interferometer and laser. The standard warranty of the complete instrument must be minimum 12 months. _____

Diamond ATR

1. The instrument must have a **single reflection Diamond ATR** for analysis of sample types from hard solids to corrosive liquids with little to no sample preparation needed. _____
2. The **diamond anvil cell** must close off solids, liquids or powders for safe utilization outside a fume hood during FT-IR analysis. _____
3. An optional **removable base plate** must be available for placement in a fume hood. _____
4. Adjustable reproducible pressure control must be obtainable **for up to 200 pounds** for increased sensitivity on any solid. _____
5. An **adjustable torque wrench** must be available to assist in the application of applied load (high pressure) across the diamond surface. _____

Operating System and Software

The operating system must include a **laptop computer** with:

1. Intel Core. 2 Duo Processor T7200 (2.00GHz, 4M, 800 MHz Dual Core) _____
2. 2.0GB DDR2 SDRAM, 667MHz, (2DIMMs) _____
3. 80 GB Hard Drive _____

Specifications Continued from Page 36 of 39**Compliance****Yes** **No**

4. 15.4 WUXGA Display	_____	_____
5. 8X DVD +/-RW Drive	_____	_____
6. 16 Bit Stereo Sound and Built-In Speaker	_____	_____
7. Integrated Touch Pad	_____	_____
8. Modem and 10/100/1000 TX NIC, 802.11 b/g Wireless	_____	_____
9. Two USB Ports, One 9-Pin Serial Port, One Parallel Port	_____	_____
10. External Keyboard/Mouse Port and Monitor Port	_____	_____
11. Three year support plan	_____	_____

Software must be **Windows XP and Windows Vista**-compatible and must include:

1. Live display **data collection** parameter set-up and spectral data preview. Customizable toolbar, menu, and options with user logins and password protection. Display capabilities: zoom, roll, stack, overlay, offset and interactive display tools. **Data processing**: baseline correction (automatic and manual), smooth, blank and straight line, first and second derivative, curve fitting, spectral math, subtract (manual and automatic). **Data conversion and corrections**: Kubelka Munk, Kramers Konig, Photoacoustic, Spectral **Search**: high-resolution library generation, customizable information fields, single or multi-region search, library management, with over 850 spectra in included libraries. Spectral peak labeling, audit trail history log, multiple data converters for JCAMP-DZ and other vendors' spectral data files and user libraries. Spectral group **statistical analysis**: variance, average and range. **Peak analysis** tools: peak area, peak height, cursor, annotation. **Automatic atmospheric suppression** to remove H₂O and CO₂ interferences (no standards needed).

Yes _____ No _____

2. **ATR correction** including settings for crystal material, reflections, angle and sample refractive index. The ATR corrected spectrum of polycarbonate (the optical side of a compact disc or CD-ROM) collection by using a single reflection diamond ATR, searched against a Hummel Polymers transmission library, must provide a **Search Match value** of at least 95/100 units (or 0.95/1.0 scale). This capability eliminates the need for dedicated ATR libraries, allowing transmission libraries to be used for any infrared spectral identification (transmission, cells, and infrared microscopes).

Yes _____ No _____

3. **SOP workflows** for execution through Integrated Scan Button panel, bar code reader or Toolbar including SOP compiler for routine task operations.

Yes _____ No _____

4. **Materials QC correlation** with standard and high sensitivity algorithm, with no need for library creation of reference materials. Software must include customizable threshold and Pass/Fail status indicator. The report generated for each sample measured must be capable of embedding spectrometer and system suitability status, for total confidence on results.

Yes _____ No _____

Specifications Continued from Page 37 of 39

Compliance

5. **System Performance Verification** for automatic monitoring of system status including: Hardware Diagnostics to ensure key system components are working properly; Performance Verification, based on ASTM E1421, to test and document system operation; System Suitability to ensure analysis consistency, including sampling accessory; Spectral Quality Checks to ensure consistent spectral quality; Scheduled Maintenance monitor with operator warnings when Preventive Maintenance is due.
- Yes _____ No _____
6. **Quantitative and qualitative** method development and analysis including: Beer-Lambert calibration and prediction (peak height or area integration). Classical Least Squares calibration and prediction. Discriminant analysis. Partial Least Squares (PLS) and Principal Component Analysis (PCR) prediction.
- Yes _____ No _____
7. Infrared **spectral interpretation** with online interpretation guide.
- Yes _____ No _____
8. Advanced data management capability treating the **entire hard drive** as a database.
- Yes _____ No _____
9. **Multicomponent search for identification of mixtures** in liquid, solid or gas phase, for up to four independent components. The software must provide the relative contribution of each compound in the mixture and generate a synthetic spectrum overlaid to the searched unknown spectrum
- Yes _____ No _____
10. Collection of 9400 spectra of hydrocarbons, alcohols, phenols, aldehydes, ketones, esters, anhydrides, lactones, dyes, indicators, alkynes, nitro and azo compounds, phosphorus and sulphur containing compounds, inorganic, silanes (all spectra in high resolution format).
- Yes _____ No _____
11. Peak search to identify materials by specific peak locations.
- Yes _____ No _____
12. Spectral interpretation tools with functional group and compound classification.
- Yes _____ No _____

Specifications Continued from Page 38 of 39**Compliance****Optional Equipment****Universal ATR accessory**

The universal ATR accessory (**optional**) must provide the following capabilities:

1. **Diamond ATR crystal with 5-years warranty** protection against any physical or chemical damage, with spectral range down to 650 cm⁻¹.
Yes _____ No _____
2. **Optional crystal disks** must be available: including: Diamond with extended spectral range down to 350 cm⁻¹; Germanium crystal for corrosive materials and high concentration carbon-black filled materials; ZnSe for gels, pastes and soft solids. Three reflections diamond crystal for liquids and gels.
Yes _____ No _____
3. **Optional reflectance disk** for coatings on metals reflectance studies.
Yes _____ No _____
4. **Optional kits** for flow-through and heated (either thermal stabilization or heat studies).
Yes _____ No _____
5. The **pressure tower** must come standard with clutch pressure-calibrated mechanism, to provide consistent and uniform spectral results. The pressure tower heads must be exchangeable with various tips to fit different types of sample (films, beads, etc.)
Yes _____ No _____
6. The crystal disks must be easily **replaceable and pinned-in-place**. The locking mechanism must hold the disk firmly in place with no need for screws or tools.
Yes _____ No _____

TGA-IR interface

The **optional** TGA-IR interface must provide the following capabilities:

1. Dual pass, single KBr window, demountable high sensitivity gas cell
Yes _____ No _____
2. Heated transfer line
Yes _____ No _____
3. Dual temperature controller for gas cell and gas transfer line
Yes _____ No _____
4. Software for kinetics and TGA-IR studies with optional multi-component gas phase identification capability
Yes _____ No _____

Specifications Continued from Page 39 of 39

Compliance

5. The interface must be compatible with either the main sample compartment of the spectrometer or as an externally mounted module, for frequent use.

Yes _____ **No** _____

SECTION - H

MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

1. TYPE OF BUSINESS:

a) The Vendor represents as part of its offer that it operates as (Make one with an "X"):

- ☐ An individual
- ☐ A partnership
- ☐ A sole proprietorship
- ☐ A corporation
- ☐ Another entity _____

b) If incorporated, under the laws of the State of: _____

2. MINORITY PARTICIPATION:

Richland County established a fifteen percent (15%) minority participation goal for each contractual agreement. Proposers shall be required to submit a quarterly report to the Contracting Officer not later than the fifth day of each month. Example: April 5, July 5, October 5, and January 5. The report shall contain the name of individual or firm; status (minority or woman-owned); and the dollar amount awarded. If Proposers are unable to meet the prescribed goals, evidence of a good faith effort shall be submitted to the Contracting Officer for his determination.

MINORITY AND WOMAN-OWNED BUSINESS ENTERPRISES (MBE/WBE):

- (a) Minority-owned business enterprise (MBE). An "MBE" is defined as "a small business concern which is at least 51 percent owned by one or more minority individuals, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more minority individuals and whose management and daily business operations are controlled by one or more of the minority individuals who own it." For purpose of this definition, minority individuals include Black Americans, Hispanic Americans, Asian-Pacific Americans, Asian-Indian Americans, and Native Americans.

The Proposer represents as part of its offer that it (Mark one with an "X"):

- ☐ Is
- ☐ Is not

- (b) Woman-owned business enterprise (WBE). A "WBE" is defined as "a small business concern which is at least 51 percent owned by women, or in case of any publicly owned business, at least 51 percent of the stock of which is owned by women and whose management and daily business operations are controlled by one or more of the women who own it."

The Offeror represents as part of its offer that it (Mark one with an "X"):

- ☐ Is
- ☐ Is not

Section - I

ADVERTISEMENT

**FOURIER TRANSFORM INFRARED MASS SPECTROMETER
RC-004-B-0910**

Richland County, South Carolina is soliciting sealed and competitive bids from qualified Vendors for:
Fourier Transform Infrared Mass Spectrometer.

Sealed bids clearly marked "***Fourier Transform Infrared Mass Spectrometer, RC-004-B-0910***" shall be accepted by the Office of Procurement, 2020 Hampton Street, Suite 3064, Columbia, SC 29204, (located on the third floor) until 2:00 P.M. local time, Thursday, December 17, 2009. Bids will not be accepted after the above date and time. Bids will be available by contacting Yolanda Davis @ (803) 576-2132 and via Email @ davisy@rcgov.us Bids can also, be located on our website @ richlandonline.com

The selected bidder is required to make a good faith effort to aid the county in accomplishing its goals. The attainment of goals established for this solicitation is to be measured as a percentage of the total dollar value of the contract. The goal the Owner has established for this contract is as follows: **15%** for the Base Offer of the solicitation to be performed by DBE firms, and **20%** for the Base Offer of the solicitation to be performed by Local Business,

The County reserves the right to accept or reject any and all responses, to waive technicalities and informalities, to negotiate further with the contractor of its choice, and to request additional information, to interview and to make an award deemed in its own best interest. All submittals shall become property of the County and is subject to the Freedom of Information Act (FOIA) regulations

Rodolfo A. Callwood, CPPO, CPPB
Director

