

MANATEE COUNTY GOVERNMENT SOURCE SELECTION

SUBJECT	Dual View Inductively Coupled Optical Emission Spectrometer	DATE POSTED	September 2, 2009
PURCHASING REPRESENTATIVE	Frank Lambertson, 749-3042	DATE CONTRACT SHALL BE AWARDED	September 9, 2009
DEPARTMENT	Financial Management Dept./Purchasing Div.	CONSEQUENCES IF DEFERRED	N/A
SOURCE RECOMMENDATION	PerkinElmer Health Services, Inc.	AUTHORIZED BY DATE	Rob Cuthbert September 2, 2009

ACTION DESIRED

Authorization to enter into negotiations with PerkinElmer Health Services, Inc., Shelton, CT for the purpose of providing a Dual View Inductively Coupled Optical Emission Spectrometer for a total not to exceed \$149,909.

ENABLING/REGULATING AUTHORITY

Federal/State law(s), administrative ruling(s), Manatee County Comp Plan/Land Development Code, ordinances, resolutions, policy.)

Manatee County Code of Laws, Chapter 2-26 Manatee County Purchasing Ordinance, Section 2-26-40 and the Standards and Procedures approved by the County Administrator.

BACKGROUND/DISCUSSION

- The Manatee County Utilities Central Laboratory has the need to acquire a dual view inductively coupled optical emissions spectrometer (ICP-OES) for the analysis of environmental samples. The objective of the ICP-OES procurement is to replace the existing ICP-OES that is nearing the end of its lifespan and to meet the Laboratory's growing need to provide inorganic analytical services for the Wastewater, and Solid Waste Divisions. The proposer will furnish system training, documentation, system security and maintenance.
- 3/30/09 – 7/24/09 the appropriate proposal procedures were followed. The Request for Proposal (RFP) was broadcast via DemandStar to forty (40) dual view inductively coupled optical emissions spectrometer (ICP-OES) suppliers; three (3) firms downloaded the RFP and two (2) firms' submitted proposals.
- In an effort to inform local Manatee manufacturers the RFP was advertized locally in the Bradenton Herald, posted on the County's website and provided to the Manatee County Chamber of Commerce. However, no Manatee County manufacturers responded to the RFP.
- Proposals were received from the following suppliers:
PerkinElmer Health Sciences, Inc., Shelton, CT
Thermo Electron North America, LLC, Madison, WI.
- The Selection Committee consisted of:
Dan Gray, Director, Utilities Department
Jeff Goodwin, WWTP Lab, Utilities Department
Frank Lambertson, Purchasing Division

See Page 2

SUMMARY

Recommend negotiations with PerkinElmer Health Services, Inc.

ATTACHMENTS: (List in order as attached)

1. Approval Email
Ed Hunzeker

INSTRUCTIONS TO BOARD RECORDS:

N/A

COST \$149,909

SOURCE (ACCT# & NAME)

Department to advise

COMMENTS N/A


AMT./FREQ. OF RECURRING COSTS (ATTACH FISCAL IMPACT STATEMENT)

N/A

- 7/24/09 the Selection Committee convened telephonically and ranked the firms as follow for the purpose of negotiating a contract with the top ranked firm:
- Ranked #1 – PerkinElmer Health Sciences, Inc., Shelton, CT - The proposer was determined to best meet the needs of the County. Of particular importance are: system utilizes a shear gas to address the cool end of the axial plasma, allows for sample editing, additional service engineers in the State, interfaces to the Laboratory Information Management System and has demonstrated a willingness to work with the County to meet our requirements. The cost for the system is \$149,909.
- Ranked #2 – Thermo Electron North America LLC, Madison, WI - The proposer submitted an informative proposal, demonstrating the ability to provide the required system. However, the Selection Committee ranked it second due to the perception of lesser ability of the system to meet the County's requirements. The cost for the system is \$160,746.



Ed Hunzeker/MCG
09/01/2009 12:42 PM

To Rob Cuthbert/MCG@MCG
cc Frank Lambertson/MCG@MCG, Melissa Assha/MCG@MCG
bcc
Subject Re: Selection for Negotiations - RFP #09-1793FL Dual View Inductively Coupled Optical Emissions Spectrometer (ICP-OES) 

I concur!

Rob Cuthbert--09/01/2009 10:36:38 AM--Mr. Hunzeker, We are communicating the recommended selectio

From: Rob Cuthbert/MCG
To: Ed Hunzeker/MCG@MCG
Cc: Frank Lambertson/MCG@MCG, Melissa Assha/MCG@MCG
Date: 09/01/2009 10:36 AM
Subject: Selection for Negotiations - RFP #09-1793FL Dual View Inductively Coupled Optical Emissions Spectrometer (ICP-OES)

Mr. Hunzeker,

We are communicating the recommended selection of PerkinElmer Health Sciences, Inc., Shelton, CT to replace the existing spectrometer for analysis of environmental samples for the Wastewater, and Solid Waste Divisions in the \$149,909. Negotiation shall be engaged to determine the cost including training, documentation, security and maintenance.

The following brief summation is supported with more detail on the enclosed selection documentation. Staff will proceed with the posting of the selection and beginning negotiations upon your confirmation.

Thank you. Rob Cuthbert

The Manatee County Utilities Central Laboratory has the need to replace the existing equipment that is nearing the end of its lifespan. This dual view inductively coupled optical emissions spectrometer is for analysis of environmental samples for the Wastewater, and Solid Waste Divisions. Included will be training, documentation, security and maintenance.

May 18, 2009 to July 24 2009 the appropriate proposal procedures were followed. The Request for Proposal (RFP) was broadcast via DemandStar to forty (40) dual view inductively coupled optical emissions spectrometer (ICP-OES) suppliers; three (3) firms downloaded the RFP and two (2) firms' submitted proposals.

In an effort to inform local Manatee County manufacturer representatives or dealers of this type of equipment, the RFP was advertized locally in the Bradenton Herald, posted on the County's website, and posted on the Manatee County Chamber of Commerce web site. However, no Manatee County firms responded to the RFP.

Proposals were received from the following suppliers:
PerkinElmer Health Sciences, Inc., Shelton, CT
Thermo Electron North America, LLC, Madison, WI.

The Selection Committee consisted of:

Dan Gray, Director, Utilities Department
Jeff Goodwin, WWTP Lab, Utilities Department
Frank Lambertson, Purchasing Division

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Frank G. Lambertson, Contracts Negotiator
Manatee County Government, Purchasing Division
frank.lambertson@mymanatee.org
Phone: 941-749-3042
Fax: 941-749-3034

ACCEPTED IN OPEN SESSION

OCT 06 2009

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

**AGREEMENT FOR
DUAL VIEW INDUCTIVELY COUPLED OPTICAL
EMISSIONS SPECTROMETER (ICP-OES)**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **PERKINELMER HEALTH SCIENCES, INC.**, hereinafter called the "Contractor," duly authorized to conduct business in the State of Florida, with offices located at 710 Bridgeport Avenue, Shelton, CT 06484.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Contractor to provide the ICP-OES and related professional services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposals (RFP #09-1793FL), for the selection of a contractor to provide the ICP-OES and related professional services in the manner set forth in this Agreement. The Contractor has submitted a proposal, the County conducted a competitive selection procedure.

WITNESSETH

Now therefore in consideration of the foregoing premises and the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

ARTICLE 1: SCOPE OF SERVICE. The Contractor covenants and represents to County that Contractor shall provide services as described in Attachment A, hereinafter referred to as the "Scope of Services".

ARTICLE 2: CONTRACT DOCUMENTS. The Contractor shall comply with the following attachments which are attached and made a part of this Agreement:

- Attachment "A" --- Scope of Services
- Attachment "B" --- Payments
- Attachment "C" --- ICP-OES Technical Features
- Attachment "D" --- ICP-OES Software Features
- Attachment "E" --- Certificate of Insurance
- Attachment "F" --- Service Coverage Pricing

In the event of a conflict between the terms and conditions provided in Articles in this part of the Agreement and any attachment or exhibit, the Provisions contained within these Articles shall prevail unless the term or provision in the attachment or exhibit specifically states that it shall prevail.

ARTICLE 3: LIMITATION OF COSTS AND PAYMENTS. Contractor shall be paid by County an amount in accordance with Attachment B for the provision of the Scope of Services. Contractor has been advised that no Contractor or employee of the County may authorize an increase in the above amount as evidenced by the initials of Contractor's representative in the margin. Any increase in total compensation must be authorized in writing by the Board of County Commissioners.

ARTICLE 4: CONTRACT TERM. A. Unless renewed or terminated as provided in this Agreement, this Agreement shall be for a period of one year, commencing upon execution of this agreement.

B. Renewals or extensions of this Agreement, if any, shall be as specified in Attachment "C" Special Conditions.

ARTICLE 5: TERMINATION. A. This Agreement may be terminated by either party for any reason or for no reason by giving to the other party no less than thirty (30) days written notice of intent to terminate. County may terminate this Agreement immediately by delivery of written notice to Contractor upon determining that Contractor has failed to comply with the terms of this Agreement. If Contractor fails to comply with the terms of this Agreement, the Contract Administrator may, upon written notification to Contractor withhold payment until Contractor complies with the conditions or terms. The notice shall specify the manner in which the Contractor has failed to comply with this Agreement.

B. Upon expiration or termination of this Agreement for any reason, the Contractor shall prepare all final reports and documents required by the terms of the Agreement up to the date of termination. Contractor's final request for payment and other documents required shall be submitted to County within fifteen (15) calendar days after termination of this Agreement. County shall not be responsible for any charges, claims or demands not received within the fifteen (15) day period.

ARTICLE 6: NOTICES. All notices or written communications required or permitted hereunder shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid and addressed as follows:

If by mail: PerkinElmer Health Sciences, Inc.
Attn: Judith Albrecht
710 Bridgeport Avenue
Shelton, CT 06484

If by hand delivery: PerkinElmer Health Sciences, Inc.
Attn: Judith Albrecht
710 Bridgeport Avenue
Shelton, CT 06484

If by mail

Manatee County Government
Utilities Department
Attn: Daniel Gray, Director
4410 66th Street West
Bradenton, FL 34209

If by hand delivery:

Manatee County Government
Utilities Department
Attn: Daniel Gray, Director
4410 66th Street West
Bradenton, FL 34209

Notice of termination or withholding of payment shall be served by certified or registered mail, return receipt requested or by hand delivery.

ARTICLE 7: GENERAL CONDITIONS.

A: MAINTENANCE OF RECORDS.

i. Contractor shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by County to assure proper accounting of funds and compliance with the provisions of this Agreement.

ii. Contractor shall provide County all necessary information, records and contracts required by this Agreement as requested by County for monitoring and evaluating services. Contractor's information shall be made available to County for audit, inspection or copying during normal business hours and as often as County may deem necessary, except for client records protected by client confidentiality rules or regulations established by State or Federal law. In cases where client confidentiality applies, Contractor shall provide requested records in a fashion which maintains confidentiality. County shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or License made by any local, State or Federal Agency. Contractor shall retain all of its records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations; in the absence of any other requirement, such records and supporting documents will be retained by Contractor for at least three (3) years after the termination of this Agreement.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable laws, orders and codes of Federal, State, and local governments and the Americans with Disabilities Act. Additionally Contractor covenants and agrees that no person shall on the grounds of race, creed, color,

handicap, national origin, sex, age, political affiliation or beliefs be excluded from participation in, be denied the benefits of employment by Contractor, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available by the County.

C: LICENSES. Contractor shall obtain any licenses required to provide the Scope of Services and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to the County within ten days after receipt by Contractor.

D: CONTRACTUAL LIABILITY. The relationship of the Contractor to the County shall be that of an independent Contractor. Nothing herein contained shall be construed as vesting or delegating to the Contractor or any of the officers, employees, personnel, Contractors, or subcontractors of the Contractor any rights, interest or status as an employee of the County. The County shall not be liable to any person, firm or corporation that is employed by, contracts with or provides goods or services to the Contractor in connection with the Scope of Services or for debts or claims accruing to such parties. Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims.

E: SUBCONTRACTORS. Contractor agrees that the Scope of Services shall be provided by employees of Contractor and not by subcontractors. Nothing herein shall preclude employment of personnel through a lease or similar arrangement with the approval of County's representative, or contracts or leases for materials, supplies, facilities and other support services for Contractor's Scope of Services.

F: NON-ASSIGNABILITY. Contractor may not assign, transfer, or encumber this Agreement or any right or interest in this Agreement.

G: CONTRACTOR'S REPRESENTATIVES. Within thirty (30) days from the date of execution of this Agreement by both parties, Contractor shall provide the County with a list of representatives authorized to act on behalf of the Contractor.

ARTICLE 8: INDEMNIFICATION. Contractor shall indemnify, keep and save harmless the County, its Contractors, officials and employees, against all injuries, deaths, losses, damages, claims, patent claims, suits, liabilities, judgements, costs and expenses, which may accrue against the County arising out of the performance of or failure to perform the Scope of Services required by this Agreement or the terms of this Agreement, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Contractor or its employees, or of the subcontractors or its employees, if any. Contractor shall pay all charges of attorneys and all costs and other expenses incurred in connection therewith, and if any judgement shall be rendered against the County in any such action, the Contractor shall, at its own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or

insurance protection required by this Agreement, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

The indemnity hereunder shall continue until such time as any and all claims arising out of Contractor's performance or failure to perform under this Agreement have been finally settled, regardless of when such claims are made.

In the event that any action, suit or proceeding is brought against the County upon any liability arising out of this Agreement, County at once shall give notice thereof in writing to Contractor at the above listed address. Upon receipt of notice, Contractor, at its own expense, may defend against such action and take all such steps as may be necessary or proper to prevent a judgement against the County. Nothing in this Agreement shall be deemed to affect County's right to provide its own defense and to recover from Contractor attorneys fees and expenses associated with such representation or the rights, privileges and immunities of the County as set forth in Florida Statute 768.28.

ARTICLE 9: INSURANCE. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the nature and type represented by the Certificates of Insurance attached hereto as Attachment D. Upon due notice from County, Contractor shall procure additional insurance as may reasonably be requested by the County to protect the County from liability.

Until such time as the insurance is no longer required, the Contractor shall provide the County with renewal or replacement certificates of insurance not less than 15 days prior to the expiration or replacement of the insurance for which a previous certificate has been provided. In the event a renewal or replacement certificate is not available Contractor shall, not less than 15 days prior to expiration of any existing policy, provide County with evidence of a binder proving continuation of coverage and a new certificate as reasonably soon as possible.

Manatee County, a political subdivision of the State of Florida, shall be named as an additional insured on the certificate of insurance evidencing commercial general liability coverage. Further, Manatee County will be provided with copies of all underlying additional insured endorsements. County shall be under no obligation to pay Contractor for any services provided or for any costs associated with Contractor's Scope of Services for any period of time not covered by the insured required under this Agreement.

ARTICLE 10: COUNTY'S CONTRACT ADMINISTRATOR. Daniel Gray, Director, Utilities Department, or such other employee as may be designated in writing by the County's Purchasing Manager shall serve as County's Contract Administrator and is authorized to interpret this Contract and designate such additional employees as may be required to monitor Contractor's performance, provide technical assistance, and assume other administrative duties associated with the implementation of this Agreement. Disputes over

any provision not satisfactorily resolved with the Contract Administrator shall be referred to the Purchasing Manager or his designee.

ARTICLE 11: AMENDMENTS. This Agreement may not be modified, amended or extended orally. This Agreement may be amended only by written agreement executed by the governing bodies of both parties.


ARTICLE 12: SEVERABILITY. In the event that any paragraph of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining paragraphs hereof, but shall be confined solely to the paragraphs involved in such decision.

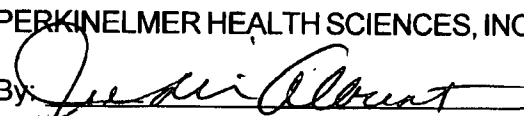
ARTICLE 13: HEADINGS. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 14: AUTHORITY TO EXECUTE. Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative.

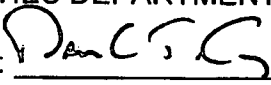
IN WITNESS WHEREOF, the parties have executed this agreement to provide a Dual View Inductively Coupled Optical Emissions Spectrometer.

WITNESSES:

Sign Name: 
Print Name: Frank G. Lamberton
Sign Name: _____
Print Name: _____

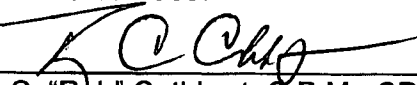
PERKINELMER HEALTH SCIENCES, INC.
By: 
Print Name: Justin Abbott
Title: Assistant Secretary

RECOMMENDED BY MANATEE COUNTY UTILITIES DEPARTMENT

By:  9/30/09
Dan Gray, Director
Utilities Department

COUNTY OF MANATEE

Authority to execute this contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective 8/10/2009.

By: 
R. C. "Rob" Cuthbert, C.P.M.; CPPO;
Purchasing Manager