

## Pittsburg State University



### Request for Quotation

<b>RFQ Number</b>	001748
<b>Date Issued</b>	Feb 29, 2024
<b>Closing Date</b>	<b>March 7, 2024; 2:00 pm local time</b>
<b>Procurement Officer</b>	Sean Burke; <a href="mailto:swburke@pittstate.edu">swburke@pittstate.edu</a>
<b>Item</b>	Pulsed Laser System
<b>Agency &amp; Location</b>	Pittsburg State University (PSU) in Pittsburg Kansas
<b>Scope</b>	Pittsburg State University is seeking quotations for a complete PLD system.
<b>Bid Submittal</b>	Submit bid by e-mail to <a href="mailto:swburke@pittstate.edu">swburke@pittstate.edu</a>

1. When communicating, always refer to the Quotation number above.
2. In order to receive consideration for award, one copy of this "Request for Quotation," a properly completed and signed, must be returned to Pittsburg State University no later than the specified closing time. The University is not responsible for late bids.
3. All prices, terms, and conditions must be shown. Additions or conditions not shown on this bid will not be allowed.
4. Prompt payment discounts will not be considered in determining the low bid.
5. Prices quoted shall be less Federal Excise and State Sales taxes.
6. The PSU Director of Purchasing reserves the right to accept or reject any part of this quotation.
7. Bid results will not be given to individuals over the phone. Written bid results may be obtained by written request from the procurement officer.
8. Contractual Provisions Attachment DA-146a applies to all bids.
9. It is hereby agreed that the bidder will, if required by law, comply with the Kansas Act Against Discrimination, K.S.A. 44-1030 et. Seq.
10. PSU reserves the right to award in the best interest of the university.

Qty	Unit	DESCRIPTION OF MATERIAL OR SERVICE	UNIT PRICE	TOTAL PRICE
		Pittsburg State University is looking to have a complete Pulsed Laser Deposition System with the following specifications		
1	each	Laser for Pulsed Deposition System with the following specifications: <ul style="list-style-type: none"> <li>• KrF Laser system with an output wavelength of 248 nm</li> <li>• KrF Laser system with a Max. pulsed Frequency of 50 Hz</li> <li>• KrF Laser system with a Max. Pulse energy of 750 mJ</li> <li>• KrF Laser system with a Max. power of 33 W</li> </ul>		
1	each	Table for Pulsed Laser Unit		
1	each	Pulsed Laser Chamber with the following specification: <ul style="list-style-type: none"> <li>• 12" diameter Stainless Steel vacuum chamber with following ports               <ul style="list-style-type: none"> <li>○ 8" OD for the substrate heater assembly</li> <li>○ 8" OD for target flange</li> <li>○ 8" OD for top viewport</li> <li>○ 6" OD for pump port</li> <li>○ CF50 for laser port 2 nos</li> <li>○ CF35 side viewport 2 nos</li> <li>○ CF35 for vacuum gauge</li> <li>○ CF35 for viewport for in-situ optical Characterization 2 nos</li> <li>○ CF16 for gas and air inlet 2 nos.</li> <li>○ One set of CF-compatible Viton gaskets</li> <li>○ All viewports should have toughened glass windows with aluminum covers, Air inlet, and gas inlet valves with CF16 flanges.</li> </ul> </li> </ul>		
1	each	The heater flange with the following specifications: <ul style="list-style-type: none"> <li>• Fitted with a 2" hot zone Cylindrical flat plate heater capable of working at 830C (up to 10-6 torr vacuum) in vacuum as well as Oxygen ambient., Embedded thermocouple.</li> <li>• Attachment for clip mounting of substrates.</li> <li>• X, Y and Z movement of the heater after opening the chamber.</li> <li>• Safety Enclosure on the flange to conceal the heater wires, and thermocouple wires.</li> <li>• Shutter assembly magnetic coupling. All the above should be mounted on an 8" OD (CF150) flange.</li> </ul>		

		<ul style="list-style-type: none"> <li>Temperature controller (PID programmable) with SCR firing circuit and multi-profile (8 steps).</li> </ul>		
1	each	<p>Target flange with the following specifications:</p> <ul style="list-style-type: none"> <li>8" OD (CF 150) flange mounted with programmable stepper motor and DC/AC motor.</li> <li>Programmable Controller for stepper motor and DC/AC motor.</li> <li>The number of targets should be 6. The controller should also interface with the laser for multi-layer deposition (5V TTL signal).</li> <li>The contamination shield should allow only one target to be exposed to the laser at one time with magnetically coupled movements,</li> <li>RS232 connection for Windows-based operation with software.</li> </ul>		
1	each	Gas flow assembly for controlling the ambient gas as well as venting the chamber. Should include digital mass flow controller with facility to stop the flow or pass large amounts of gas for venting.		
2	each	Lens holder attachment for X,Y,Z movement of lens. Should be S1UV grade fused silica 2" dia lens and fused silica 2" dia disc		
1	each	Spare heater, 2" hot area 2" dia hot area cylindrical heater capable of operation in vacuum as well as Oxygen ambient. Max temp 830 C.		
1	each	Suitable energy meter for the laser		
1	each	Steel frame for mounting the chamber etc. Powder-coated Aluminum covers and Sunmica-topped wooden top. Adjustable up and down 1". Castor wheels		
1	each	Gate valve Stainless steel gate valve with CF100 (6" OD) flanges. Bellow sealed shaft movement and gate viton O ring sealed.		
1	each	Turbo pump 250l it/sec (Hipace 300 from Pfeiffer)		
1	each	Backing pump Oil rotary pump 10 m3/hour (DUO 10M from Pfeiffer)		
1	each	Vacuum gauges Cold cathode gauge Pfeiffer and Pirani gauge Pfeiffer		
1	each	Gas cabinet for excimer gas installation (premix or single gases)		
1	each	Demonstration of PLD using user provided target and substrate		
1	each	Installation and training		

### General Provisions/Signature

**Tax Clearance Certification:** Bid submittals of \$25,000 or more shall include a copy of a Tax Clearance Certification. Tax Clearances may be obtained from the Kansas Dept. of Revenue (KDOR):  
<http://www.ksrevenue.org/taxclearance.html>

**W9 Form:** Vendors who are new to PSU should submit a copy of their W9 with bid response. The form can be downloaded at [www.irs.gov/pub/irs-pdf/fw9.pdf](http://www.irs.gov/pub/irs-pdf/fw9.pdf)

**DA-146a Contractual Provisions:** The bidder agrees to accept the provisions of form DA-146a, Contractual Provisions Attachment which is incorporated into all contracts with the State <http://www.da.ks.gov/purch/DA-146a.pdf>

**NEW MATERIALS, SUPPLIES, OR EQUIPMENT:** Unless otherwise specified, all materials, supplies or equipment offered by a vendor shall be new, and unused in any regard. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

**COMPARABLE PRODUCTS:** Bids on comparable products are invited. Indicate appropriate items, brands, model numbers, and specifications. Minor deviations in size and operational characteristics from those set forth in the specification will be considered when such deviations do not alter nor deter Pittsburg State University from accomplishing its intended usage or function. **Each bidder must clearly indicate in writing where (if any) their product characteristics deviate from these specifications and explain how their product accomplishes the desired function even though product characteristics may be different.**

**ACCEPTANCE OR REJECTION:** PSU reserves the right to accept or reject any or all bids or part of a bid; to waive any informalities or technicalities; clarify any ambiguities in bids; and unless otherwise specified, to accept any item in the bid.

**PAYMENT:** Payment will be made upon receipt of shipment by PSU.

**FREIGHT COST INFORMATION:** FOB Destination, Freight Prepaid, and Allowed.

The undersigned certifies that he does not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

- Legal Name of Person, Firm or Corporation:
- Payment Terms:
- Telephone Number:
- E-mail Address:
  
- **Signature:** \_\_\_\_\_
- **Date:** \_\_\_\_\_

**Certification of Company**

**WHEREAS**, pursuant to Public Law 115-232, Section 889 of the John S. McCain National Defense Authorization Act of 2019, “covered telecommunications equipment or services” is defined as:

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
2. Video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company (or any subsidiary or affiliate of such entities).
3. Telecommunications or video surveillance services provided by such entities or using such equipment.
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**WHEREAS**, a “covered foreign country” means any of the following: (1) The People’s Republic of China, (2) The Russian Federation, or (3) any country that is a state sponsor of terrorism<sup>[1]</sup>

**WHEREAS**, foreign adversaries are increasingly creating and exploiting vulnerabilities in covered telecommunications equipment which store and communicate vast amounts of sensitive information and support infrastructure and emergency services, in order to commit malicious cyber-enabled actions;

**WHEREAS**, the unrestricted acquisition or use in the State of Kansas of covered telecommunications equipment designed, developed, manufactured, or supplied by persons owned by, controlled by, or subject to the jurisdiction or direction of foreign adversaries augments the ability of foreign adversaries to create and exploit vulnerabilities in technological equipment, services, or systems; and

**WHEREAS**, the State of Kansas has an interest in protecting itself against threats related to foreign adversary’s exploitation of vulnerabilities in covered telecommunications equipment.

**THEREFORE**, Contractor certifies that it shall not provide or procure to the State of Kansas or any agency thereof any covered telecommunications equipment either in whole or in part of any product or during the commission of any service.

**FURTHERMORE**, and notwithstanding any other contracts or agreements with Contractor, if Contractor has violated, misrepresented, or otherwise fails to comply with this certification document as determined by the State, the State may terminate any contract without penalty with Contractor immediately.

By signing below, Contractor acknowledges and agrees to comply with the provisions of this policy.

CONTRACTOR

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

### CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 07-19), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001, *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to

comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, *et seq.*
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.