

**CITY OF EL PASO, TEXAS
REQUEST FOR COUNCIL ACTION (RCA)**

DEPARTMENT: Fire Department

AGENDA DATE: August 22, 2006

CONTACT PERSON/PHONE: Terrence Freiburg, Purchasing Manager, X-4313

DISTRICT(S) AFFECTED: All

SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Approve award of Bid No 2006-154, Thermal Cycler System to Cepheid, Sunnyvale CA., the sole, responsive bidder meeting specifications. Award amount \$31,100.00.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

This purchase is being funded by a grant entitled Metropolitan Medical Response Sustainment (MMRS) under the federal Homeland Security Grant. Although the Fire Department Emergency Management Office is tasked with administering this grant, the funds are available for use by other City departments. The Fire Department is purchasing this equipment, through this grant, for use by the City-County Health Department. The thermal cycler will be utilized for RT-PCR analysis in the identification of infectious disease.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

NO

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

503112-07161-22150024-G220402, Metropolitan Medical Response Sustainment (MMRS) Grant, Clinical Medical Supplies, \$22,048.34; and 508014-07161-22150024-G220402, Metropolitan Medical Response Sustainment (MMRS) Grant, Hazardous Materials Equipment, \$9,061.66.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

N/A

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: Donald J. Mann for Ch. Rivera
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____ **DATE:** _____

DATE: August 11, 2006
TO: Municipal Clerk
FROM: Terrence Freiburg 
Purchasing Manager, ext.4313
THRU: Aurora Wells
Bid Clerk, ext. 4038

Please place the following item on the **CONSENT** agenda for the Council Meeting of **AUGUST 22, 2006**.

Discussion and action on the award of Solicitation No. 2006-154, Thermal Cycler System to Cepheid for a total award of \$31,100.00.

<u>Department:</u>	<u>Fire</u>
<u>Award to:</u>	<u>Cepheid</u>
	<u>Sunnyvale, CA</u>
<u>Item(s):</u>	<u>All</u>
<u>Amount:</u>	<u>\$31,100.00</u>
<u>Account No.:</u>	<u>503112 – 07161 – 22150024 – G220402</u> <u>\$22,048.34</u>
	<u>508014 – 07161 – 22150024 – G220402</u> <u>\$9,061.66</u>
<u>Funding source:</u>	<u>Metropolitan Medical Response Sustainment Grant (MMRS),</u>
	<u>Clinical Medical Supplies</u>
	<u>Metropolitan Medical Response Sustainment Grant (MMRS),</u>
	<u>Hazardous Materials Equipment</u>
<u>Total award:</u>	<u>\$31,100.00</u>
<u>District (s):</u>	<u>All</u>

This is a fixed-price, single (one-time) purchase.

The Department of Financial Services and the Fire Department recommend award and its accompanying change order to the lowest responsive, responsible bidder.

Approval is sought for a change order to effectuate changes to the Indemnification and Product Warranty provisions of the contract for this solicitation.

Contact person: Terrence Freiburg, Purchasing Manager, 541-4313.

El Paso City-County Health and Environmental District



Memorandum

Laboratory

DATE: June 15, 2006
TO: Ray Heredia, Jr., Procurement Analyst
FROM: Joe C. Veale, Jr., Laboratory Director *JV*
SUBJECT: Bid-2006-154

The El Paso City County Health & Environmental District requests the acceptance of Bid 2006-154 for the purchase of the thermal cycler from Cepheid, Sunnyvale CA. Cepheid was the sole bidder meeting the specifications. The award amount is \$31,100.00. The funds are available from 22150024-07161-503112 Fire Grants, Clinical/Medical, MMRS sustainment.

If you require any further information, please feel free to contact me. Thank you for your assistance in this matter.

CITY OF EL PASO BID TABULATION

BID ITEM: THERMAL CYCLER SYSTEM

BID DATE: JUNE 14, 2006

BID # 2006-154

DEPARTMENT: HEALTH/FIRE

			CEPHEID SUNNYVALE, CA			
ITEM	QTY./UNIT	ITEM DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1.	1 EACH	SMART CYCLER II SYSTEM OR APPROVED EQUAL	\$31,100.00			
MANUFACTURER/PRODUCT NO.			SC2500N1-2			
			ON-SITE SET-UP AND TRAINING AND 1 YEAR WARRANTY INCLUDED. ALSO INCLUDES: PROCESSING BLOCK W/16 INDEPENDENT REACTION SITES, EACH W/4-COLOR OPTICAL EXCITATION AND DETECTION. (1) DESKTOP COMPUTER W/FLAT PANEL MONITOR, DIAGNOSTIC SOFTWARE, (1) OPERATOR'S MANUAL, (4) TUBE RACKS, (1) COOLING BLOCK, (1) MINI-CENTRIFUGE AND (100) 25UL REACTION TUBES.			
2.	1 EACH	AMART CYCLER SOFTWARE VERSION 2.0 UPGRADE KIT	\$0.00 <small>(PART NO. 900-0082) (\$5,500 VALUE)</small>			
PAYMENT TERMS:			NET - 30 DAYS			
BIDDER'S PROMISED DELIVERY:			5 - 7 CONSECUTIVE CALENDAR DAYS			
IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR THE REJECTION OF OFFER.						
BIDS SOLICITED: 6		BIDS RECEIVED: 1		BIDS LOCAL: 0		NO BIDS: 0

APPROVED BY: _____



DATE: _____

6-14-06

SOLICITATION OF OFFERS
ISSUED BY
THE CITY OF EL PASO
FINANCIAL SERVICES, PURCHASING DIVISION

SOLICITATION NO: 2006-154

DATE ISSUED: MAY 26, 2006

TITLE: THERMAL CYCLER SYSTEM

An original, signed, sealed, OFFER to furnish the goods and/or services set forth in the SCHEDULE will be received at the place indicated below, until:
2:00 PM, local time, WEDNESDAY, JUNE 14, 2006.

NOTICE: When used in formal bid solicitations, the terms 'offer' and 'bid', and 'offeror' and 'bidder' are interchangeable.

ADDRESS OFFERS TO:
DEPUTY DIRECTOR
FINANCIAL SERVICES, PURCHASING DIVISION
CITY OF EL PASO

MAIL TO:

2 CIVIC CENTER PLAZA 7TH FLOOR
EL PASO, TX 79901

OR

HAND DELIVER TO:

CITY HALL, 7TH FLOOR
2 CIVIC CENTER PLAZA
FRANKLIN & SANTA FE ST.
EL PASO, TX 79901-1196

FOR ADDITIONAL INFORMATION CONCERNING THIS SOLICITATION, CONTACT
Ray Heredia, Procurement Analyst

Telephone: [915] 541-4316 FAX: [915] 541-4347

EXPIRATION OF OFFERS

The offeror agrees, to furnish all items [supplies or services] at the prices offered, and delivered at the designated point or points, within the time set forth in the SCHEDULE, if this offer is accepted within NINETY [90] consecutive days from the date set for the receipt of offers.

AMENDMENTS TO SOLICITATION

Receipt of all numbered amendments to Solicitations must be acknowledged:

AMENDMENT	DATED	AMENDMENT	DATED	AMENDMENT	DATED
A001	_____	A002	_____	A003	_____
A004	_____	A005	_____	A006	_____
A007	_____	A008	_____	A009	_____

OFFER SUBMITTED BY

COMPANY NAME

Cepheid

STREET ADDRESS

904 Caribbean Drive

P.O. BOX NUMBER

CITY, STATE AND ZIP CODE

Sunnyvale, CA 94089

TELEPHONE NUMBER

888/838-3222, Op. 1

FAX NUMBER

408/734-1346

salessupport@cepheid.com
E-Mail address

PLEASE CHECK PREFERRED ADDRESS FOR RECEIVING SOLICITATION DOCUMENTS.

OFFER EXECUTED BY [PLEASE PRINT]

ROBERTTA REYES, MANAGER CUSTOMER SVC DEPT.

NAME AND TITLE OF PERSON AUTHORIZED TO OBLIGATE COMPANY

[Signature] 6.12.06

SIGNATURE AND DATE OF OFFER

WITHOUT AN ORIGINAL SIGNATURE ON THIS OR OTHER DOCUMENT BINDING THE OFFEROR, THE OFFER WILL BE REJECTED

NOTE: AWARD OF THE CONTRACT RESULTING FROM THIS SOLICITATION WILL BE MADE TO THE SUCCESSFUL OFFEROR, BY AN AUTHORIZED WRITTEN NOTICE, WHICH MAY BE IN THE FORM OF A LETTER NOTICE OF AWARD, OR A PURCHASE ORDER ISSUED BY THE CITY OF EL PASO.

**SECTION A
SCHEDULE OF ITEMS**

THERMAL CYCLER SYSTEM (Cepheid Reference No. Q4815)

BID NUMBER: 2006-154
BID DUE DATE: JUNE 14, 2006

The City of El Paso is soliciting bids for THERMAL CYCLER SYSTEM to be utilized by the City/County Health and Environmental Department.

NOTE 1: ALL ITEMS DELIVERED SHALL COMPLY WITH THE SPECIFICATIONS SECTION B.

NOTE 2: ACCURACY OF ESTIMATED QUANTITIES :

The City believes that the numbers used as item quantities to be a reasonably accurate (annual) estimate; however, the actual quantity may be more or less than the estimate, and shall not be the basis for any change in the contract per unit price.

ITEM NR.	QTY & UNIT	ITEM DESCRIPTION
1.	1 EACH	SMART CYCLER II SYSTEM OR APPROVED EQUAL <u>SC2500N1-2</u> MANUFACTURER/PRODUCT NO.
2.	1 EACH	SMART CYCLER SOFTWARE VERSION 2.0 UPGRADE KIT Part number 900-0082 (\$5,500 Value)

On-site set-up and training and 1 year warranty include
UNIT PRICE
 also includes: Processing block w/6 independent reaction sites, each w/4-color optical excitation and detection
 (1) Desktop computer w/flat panel monitor, Diagnostic software
 (1) Operator's manual, (4) Tube racks, (1) Cooling block, (1) mini-centrifuge and (100) 25uL reaction tubes.
 \$31,110.00
 \$ 0.00

PROMPT PAYMENT:

Unless a prompt payment discount is offered and accepted by the City of El Paso, payments will be made to the Contractor within thirty (30) days following acceptance of goods or services, or receipt of a properly prepared invoice by the City Department identified in the Invoice Instructions set forth on the Purchase Order, whichever is later. Any discount for prompt payment will be calculated from the day goods or services are accepted or when a properly prepared invoice is received. Payments will be considered to have been made on the date of mailing (postmark) of the payment check or, for an electronic funds transfer, the specified payment date. Invoices to be submitted in single copy.

PAYMENT TERMS : Please mark appropriate block.

- _____ % - 10 Days
- _____ % - 20 Days
- _____ % - 30 Days
- Net - 30 Days

BIDDER'S (COMPANY) NAME: Cepheid

**SECTION B
SPECIFICATIONS**

THERMAL CYCLER SYSTEM

GENERAL CONDITIONS:

1. **MINIMUM SPECIFICATIONS:**

The specifications listed are to be interpreted as meaning the minimum required by the City. Offeror commits to provide goods [or services] that are consistent with the City's specifications in every regard unless an exception is clearly noted. The City may accept a bid subject to an exception if, in the sole judgment of the City, the bid meets or exceeds the City's specifications. If the goods [or services] offered do not meet or exceed the City's specifications because of the exception, the City will consider the bid non-responsive. [R 8/29/97]

2. **MATERIALS AND FABRICATION:**

Details of construction and materials, where not otherwise specified, are left to the discretion of the manufacturer, provided that only materials and workmanship of the highest quality are to be used, and best commercial practice is adhered to in the fabrication of the unit(s). Except as otherwise specified herein, the manufacturer shall be solely responsible for design and construction of the product to meet the stated performance criteria .

3. **REFERENCE TO BRAND NAMES:**

Any manufacturer's names, trades names, brand names, or catalog numbers used in these specifications are for the purpose of describing and establishing minimum requirements or level of quality and design required, and are in no way intended to prohibit the bidding of other manufacturers' item of equal material and quality .

NOTICE

ALL QUESTIONS REGARDING THE SPECIFICATIONS MUST BE RESOLVED PRIOR TO BID OPENING. IF YOU NEED CLARIFICATION OF THE SPECIFICATIONS, OR WISH TO REQUEST A CHANGE IN THE SPECIFICATIONS TO ALLOW AN OFFER OF AN 'EQUAL' ITEM [FORM, FIT AND FUNCTION], PRESENT THESE QUESTIONS OR RECOMMENDATIONS TO THE CITY, IN WRITING, AS SOON AS POSSIBLE. **REQUESTS MUST REACH THE CITY PURCHASING DEPARTMENT NO LATER THAN ONE WEEK PRIOR TO THE BID OPENING DATE.**

SCOPE OF CONTRACT:

The City of El Paso seeks to purchase Smart Cycler System to be utilized by the Health Department. Equipment furnished must be of the highest quality and available for delivery within the specified time frame.

Invoices covering more than one purchase order will not be accepted.

- b. Invoices will be itemized, including serial number of unit and transportation charges, if any, will be listed separately.
- c. Invoices will reflect the Contract Number and the Purchase Order Number.
- d. Do not include Federal Tax, State Tax, or City Tax. The city will furnish a tax exemption certificate upon requested.
- e. Discounts will be taken from the date of receipt of goods or date of invoice, whichever is later.
- f. A copy of the bill of lading and the freight waybill when applicable, will be attached to the invoice.
- g. Payment will not be due until the above instruments are submitted after delivery and acceptance.
- h. Mail invoices to the City Department indicated in the Invoice Instructions set forth on the Purchase Order.
- i. Suppliers should keep the Comptroller advised of any changes in its remittance addresses.

9. CONTRACTUAL RELATIONSHIP

Nothing herein will be construed as creating the relationship of employer and employee between the City and the Contractor or between the City and the Contractor's employees. The City will not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein will constitute or designate the Contractor or any of his employees as employees of the City. Neither the Contractor nor his employees will be entitled to any of the benefits established for City employees, nor be covered by the City's Workers' Compensation Program.

10. INDEMNIFICATION

Contractor or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING ~~OUT OF OR RELATED TO THIS AGREEMENT.~~ Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Contractor will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Contractor may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. Contractor will pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor, and premiums on any appeal bonds. The City, at its election will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor's property from any cause. [Revised 04-05]

ARISING OUT OF OR RELATED TO THIS SALES AGREEMENT, BUT EXCLUDING ANY CLAIM OR THE LIKE BASED ON AN EVENT OCCURRING AFTER DELIVERY OF THE PRODUCT TO THE CITY.

11. GRATUITIES

The City may, by written notice to the Contractor, cancel this contract without liability to Contractor if it is determined by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the City of El Paso with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making or any determinations with respect to the performing of such a contract. In the event the City cancels this contract pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

12. WARRANTY-PRICE

- a. The price to be paid by the City will be that contained in the Contractor's bid that the Contractor warrants being no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items will be reduced to the Contractor's current prices on orders by others, or in the alternative, the City may cancel this contract without liability to Contractor for breach or Contractor's actual expense.
- b. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the City will have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

13. WARRANTY-PRODUCT

As amended by Cepheid. Refer to attached page (i)
~~The Contractor will not limit or exclude any implied warranties and any attempt to do so will render this contract voidable at the option of the City. Contractor warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation, and to the sample(s) furnished by Contractor, if any. In case of a conflict between the specifications, drawings and descriptions, the drawings and descriptions will govern.~~

14. SAFETY WARRANTY

Contractor warrants that the product sold to the City will conform to the standards promulgated by the US Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the City may return the product for correction or replacement at the Contractor's expense. In the event the Contractor fails to make the appropriate correction within reasonable time, correction made by the City will be at the Contractor's expense.

15. NO WARRANTY BY THE CITY AGAINST INFRINGEMENTS

As amended by Cepheid. Refer to attached page (i)
~~As part of this contract for sale Contractor agrees to ascertain whether goods manufactured according to the specifications attached to this contract will cause the rightful claim of any third person by way of infringement or the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event will the City be liable to the Contractor for indemnification if Contractor is sued on the grounds of infringement or the like. If Contractor is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two~~

of termination to a later date. If the City fails to cure such default prior to the proposed date of termination, Contractor may terminate its performance under this Contract as of such date.

21. FORCE MAJEURE

If, by reason of Force Majeure, either party hereto will be rendered unable wholly or in part to carry out its obligations under this Contract then such party will give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, will be suspended for only thirty (30) days during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party will try to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, will mean acts of God, strikes, lockouts, or other industrial disturbances, acts of public enemies, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals. It is understood and agreed that the settlement of strikes and lockouts will be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure will be remedied with all reasonable dispatch will not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty. If a party is unable to comply with the provisions of this contract by reason of Force Majeure for a period beyond thirty days after the event or cause relied upon, then upon written notice after the thirty (30) days, the affected party shall be excused from further performance under this contract.

22. ASSIGNMENT-DELEGATION

No right or interest in this contract will be assigned or delegation of any obligation made by the Contractor without the written permission of the City. Any attempted assignment or delegation by the Contractor will be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

23. WAIVER

No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

24. INTERPRETATION-PAROL EVIDENCE

This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their contract. No course of prior dealings between the parties and no usage of the trade will be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract will not be relevant to determine the meaning of this contract although the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

25. APPLICABLE LAW

The law of the State of Texas will control this contract along with any applicable provisions of Federal law ~~or the City Charter or any ordinance of the City of El Paso.~~

SECTION D

REPRESENTATIONS AND CERTIFICATIONS

1. REPRESENTATIONS, CERTIFICATIONS AND ACKNOWLEDGMENT:

By submitting this offer, the offeror:

- a. Represents that to the best of its knowledge they are not indebted to the City of El Paso.
The City will consider any outstanding indebtedness to the City, including delinquent property taxes, a factor in evaluating the responsibility of the low responsive offeror; and
- b. Certifies that it does not and will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap, political belief or affiliation, and that it will abide by the Minority Business Enterprise Program of the City of El Paso.
- c. Acknowledges that it has read and understands the requirements of the specifications and all other provisions of this solicitation.

2. NOTICE TO OFFERORS

The City of El Paso Purchasing Department does not maintain an automated list of current vendors. However, every effort is made to assure that interested parties are mailed copies of appropriate solicitations, we cannot, however, guarantee 100% accuracy.

All City Formal Solicitations are advertised in **THE EL PASO TIMES**, with the advertisements appearing every Tuesday. All solicitations are advertised twice, with the first advertisement appearing at least two weeks prior to the due date for the offers. It is recommended that interested parties check the **TIMES** every Tuesday morning, and call the City of El Paso, Purchasing Department at [915] 541-4321 and ask that the specific solicitations, in which you are interested, be mailed to you.

3. REQUIRED FORMS:

All offerors are requested to complete the following forms:

FORMS APPEAR ON THE FOLLOWING PAGES

PLEASE Complete the following forms, and return them to the City of El Paso

___ Wages (Withholding / Default Class 7)

___ Juror (No Withholding / No Default Class)

___ Goods (No Withholding / No Default Class)

___ Services (Withholding / Default Class 7)

___ Settlement / Attorney Proceeds (Withholding / Default Class 14)

___ Rental Property (Withholding / Default Class 1)

___ Medical & Healthcare (Withholding / Default Class 6)

___ Stipend (No Withholding / No Default Class)

___ Garnishment Vendor (No Withholding / No Default Class)

___ Corporation (No Withholding / No Default Class)

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return) Cepheid	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	
<input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 904 Caribbean Drive	Requester's name and address (optional)
City, state, and ZIP code Sunnyvale, CA 94089	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

or

Employer identification number									
7	7	0	4	4	1	6	2	5	

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

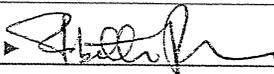
Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶



Date ▶ 6.12.06

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

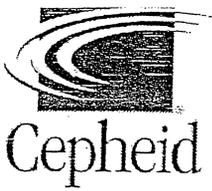
For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



LIMITED WARRANTY: Cepheid warrants that the Products (i) will be free from defects in material and workmanship for a period of one year after shipment, (ii) conform to Cepheid's published specifications for the Products, and (iii) are free of liens and encumbrances when shipped to Purchaser. It is the responsibility of Purchaser to determine and Purchaser assumes the risk for (i) the suitability of the Products for Purchaser's intended use, and (ii) their compliance with applicable laws, regulations, codes and standards. Specific terms of the warranty or warranties for the Products are set forth in Cepheid's current user's manual, catalog, or written guarantee covering such Product. Cepheid does not warrant any defects in any Products caused by (i) improper installation, removal or testing, (ii) Purchaser's failure to provide a suitable operating environment for the Products, (iii) use of the Products for purposes other than that for which they were designed, (iv) unauthorized attachments, (v) unusual physical or electrical stress, (vi) modifications or repairs done by other than Cepheid or a Cepheid authorized service provider, or (vii) any other abuse, misuse, or neglect of the Products. This warranty extends to Purchaser only, and not to Purchaser's customers, except as agreed to in writing by Cepheid. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE HEREOF. CEPHEID DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, REGARDING THE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CEPHEID SHALL HAVE NO STRICT LIABILITY, PRODUCTS LIABILITY OR NEGLIGENCE, WHETHER ACTIVE OR PASSIVE.**

LIMITATION OF REMEDIES: Purchaser's exclusive remedy for any defective Product is limited to the repair or replacement of any defective Product. If Cepheid cannot or does not repair or replace a defective product, Cepheid will remove the Product and return the purchase price for the defective Product.

LIMITATION OF LIABILITY: Even if Cepheid cannot or does not repair or replace any defective Product and Purchaser's exclusive remedy fails of its essential purpose, Cepheid's entire liability shall in no event exceed the purchase price for any defective Product, and Cepheid shall have no liability for general, consequential, incidental or special damages arising from a defect in any Product.

PATENTS: Cepheid will settle or defend any suit or proceeding brought against Purchaser if and to the extent the suit or proceeding is based on a claim that any Products as sold directly infringe any issued United States patent. Cepheid shall pay all damages and costs finally awarded against Purchaser on account of any actual infringement. Purchaser will: (i) within ten days after receipt by Purchaser of a communication, notice or other action relating to an alleged infringement, inform Cepheid in writing of the event and furnished to Cepheid a copy of any communication, and (ii) give Cepheid all authority (including the right to exclusive control of the defense of any suit or proceeding), information and assistance necessary to settle or defend the suit or proceeding. Cepheid shall not be bound in any manner by any settlement made without its prior expressed written consent. In the event Products are held to constitute infringement and their use is enjoined, Cepheid may, at its option, (i) obtain for Purchaser the right to continue using the Products, (ii) modify the Products so that they become non-infringing, or (iii) remove the Products, grant Purchaser a credit and accept their return. Cepheid has no obligations under this section if the alleged infringement arises out of: (i) Cepheid's compliance with Purchaser's specifications, (ii) Purchaser's addition to or modification of a Product, or (iii) Purchaser's use of a Product with products provided by parties other than Cepheid. Cepheid's obligations under this section do not apply to any alleged infringement occurring after Purchaser has received notice of the alleged infringement unless Cepheid subsequently gives Purchaser express written consent for the continuing alleged infringement. **Cepheid shall not be liable for any incidental or consequential damages arising out of a patent infringement. Cepheid's liability hereunder shall not exceed the purchase price paid by Purchaser for the allegedly infringing Products. The foregoing states the sole and exclusive liability of Cepheid with respect to patent infringement and is in lieu of any and all other warranties, expressed or implied, in regard thereto.**

CITY OF EL PASO BID TABULATION

BID ITEM: THERMAL CYCLER SYSTEM			BID # 2006-154		
BID DATE: JUNE 14, 2006			DEPARTMENT: HEALTH/FIRE		
			CEPHEID SUNNYVALE, CA		
ITEM	QTY./UNIT	ITEM DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE
1.	1 EACH	SMART CYCLER II SYSTEM OR APPROVED EQUAL	\$31,100.00		
MANUFACTURER/PRODUCT NO.			SC2500N1-2		
			ON-SITE SET-UP AND TRAINING AND 1 YEAR WARRANTY INCLUDED. ALSO INCLUDES: PROCESSING BLOCK W/16 INDEPENDENT REACTION SITES, EACH W/4-COLOR OPTICAL EXCITATION AND DETECTION. (1) DESKTOP COMPUTER W/FLAT PANEL MONITOR, DIAGNOSTIC SOFTWARE, (1) OPERATOR'S MANUAL, (4) TUBE RACKS, (1) COOLING BLOCK, (1) MINI-CENTRIFUGE AND (100) 25UL REACTION TUBES.		
2.	1 EACH	AMART CYCLER SOFTWARE VERSION 2.0 UPGRADE KIT	\$0.00 (PART NO. 900-0082) (\$5,500 VALUE)		
PAYMENT TERMS:			NET - 30 DAYS		
BIDDER'S PROMISED DELIVERY:			5 - 7 CONSECUTIVE CALENDAR DAYS		
IF BIDDER DOES NOT SPECIFY AN EARLIER DELIVERY, THE CITY'S REQUIRED DELIVERY SHALL PREVAIL. A DELIVERY DATE LATER THAN THE CITY'S REQUIRED DELIVERY MAY BE CAUSE FOR THE REJECTION OF OFFER.					
BIDS SOLICITED: 6		BIDS RECEIVED: 1		BIDS LOCAL: 0	
				NO BIDS: 0	

APPROVED BY: _____

DATE: 6-14-06

2006-154 THERMAL CYCLER SYSTEM - EL PASO CITY-COUNTY ENVIRONMENTAL DISTRICT/FIRE

Zed Penn
Cepheid
4423 Brook Shadow Dr.
Kingwood, TX 77345

THOMAS SCIENTIFIC
99 HIGH HILL RD.
SWEDESBORO, NJ 08085-0099

CEPHEID
904 CARRIBBEAN DR
SUNNYVALE, CA94089-1302

PARA SCIENTIFIC CO.
ATTN.: HIRAM REINHART
297 CEDAR LN.
FAIRLESS HILLS, PA 19030-4601

FISHER SCIENTIFIC
P.O. BOX 4060
PLANO, TX 75074

SCIENTIFIC PRODUCTS
1430 WAUKEGAN RD.
MCGRAW PARK, IL 60085

CITY COUNCIL CONSENT AGENDA ITEM (S) FOR MEETING OF AUGUST 22, 2006:

BEST VALUE PROCUREMENT:

Discussion and action on the award of Solicitation No. 2006-160, Janitorial Services-Marcos B Armijo Recreational Center to Global Clean for a total estimated award of \$61,594.80.

Department: Parks and Recreation
Award to: Global Clean
El Paso, TX
Item(s): All
Estimated Annual Amount: \$20,531.60
Option: Option to renew for one additional year prior to the end of the contract term.
Account Nos.: 51010256-01101-502206
51510065-16307-502206-P500207
Funding Source: Operating Account - \$19,731.60 and User Fees - \$800.00
Total Estimated Award: \$61,594.80
District(s): 8

This is a thirty-six month contract. Global Clean offers 2.5%-10 Days, prompt payment discount.

The Departments of Financial Services and Parks & Recreation recommend award to the bidder offering the best value bid

Contact person: Terrence Freiburg, Purchasing Manager at 541-4313.

BIDS:

Discussion and action on the award of Solicitation No. 2006-154, Thermal Cycler System to Cepheid for a total award of \$31,100.00.

Department: Fire
Award to: Cepheid
Sunnyvale, CA
Item(s): All
Amount: \$31,100.00
Account No.: 503112 – 07161 – 22150024 – G220402 \$22,048.34
508014 – 07161 – 22150024 – G220402 \$9,061.66
Funding source: Metropolitan Medical Response Sustainment Grant (MMRS),
Clinical Medical Supplies
Metropolitan Medical Response Sustainment Grant (MMRS),
Hazardous Materials Equipment
Total award: \$31,100.00
District (s): All

This is a fixed-price, single (one-time) purchase.

The Department of Financial Services and the Fire Department recommend award and its accompanying change order to the lowest responsive, responsible bidder.

Approval is sought for a change order to effectuate changes to the Indemnification and Product Warranty provisions of the contract for this solicitation.

Contact person: Terrence Freiburg, Purchasing Manager, 541-4313.

Discussion and action on the award of Solicitation No. 2006-170, GMC/Chevrolet Proprietary Parts & Service to Midway Chevrolet for a total estimated award of \$240,000.00.

Department:	General Services/Fleet Division
Award to:	Midway Chevrolet El Paso, Texas
Item(s):	1 and 2
Annual Estimated Amount:	\$80,000.00
Department:	General Services/Fleet Division
Account No.:	37370510-45202-503121
Funding Source:	Fleet Services Internal Service Fund
Total Estimated Award:	\$240,000.00
District(s):	All

This is a three year requirement contract.

Vendor did not offer any options.

The Departments of Financial Services and General Services/Fleet Division recommend award as indicated to the lowest responsive, responsible bidder.

Contact person: Terrence Freiburg, Purchasing Manager, 541-4313.