



State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-15-0063	Buyer: Judy Shirley, CPPB Email: judy.shirley@dfa.arkansas.gov
Commodity: Drug Testing Kits Agency: Arkansas Community Correction (ACC)	Bid Opening Date: March 24, 2015
Date Issued: March 2, 2015	Bid Opening Time: 2:00:00 p.m. Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name:

Name (type or print):

Title:

Address:

City:

State:

Zip Code:

Telephone Number:

Fax Number:

E-Mail Address:

Signature:

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000700006

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American____ Hispanic American____ American Indian____ Asian American____
Pacific Islander American____ Service Disabled Veteran____

Arkansas Minority Certification Number_____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

4. **TECHNOLOGY ACCESS:** When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

Accordingly, the vendor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications) that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means;
Presenting information, including prompts used for interactive communications, in formats intended for non-visual use;
After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information

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used by individuals who are not blind or visually impaired;
Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
Integrating into networks used to share communications among employees, program participants, and the public;
and
Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards.

State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meet some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

5. COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM: The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx> Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

6. REQUIREMENT OF AMENDMENT: THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

7. DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

8. ADDITIONAL TERMS AND CONDITIONS: The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

9. ANTICIPATION TO AWARD: After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

10. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

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11. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
12. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
13. **CURRENCY:** All bid pricing must be United States dollars and cents.
14. **LANGUAGE:** Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Community Correction (ACC) to obtain pricing and a contract for Drug Testing Kits. The Machine/Equipment that verifies these tests, along with indicated Consumables and Supplies are to be at **NO COST** to the State of Arkansas.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Judy Shirley, CPPB (BUYER) at 501-324-9316. Email: judy.shirley@dfa.arkansas.gov Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person(s) named herein will initiate all contact.

2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.

3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:

- a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
- b. Failure to sign an Official Bid Document.
- c. Failure to complete the Official Bid Price Sheet(s).
- d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
- e. Failure of any proposed goods or service to meet or exceed the specifications.

1.4 BID FORMAT

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

The Contract will be a one (1) year **TERM** contract, from the date of the award, with options to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to the:

As indicated by the ordering entity's purchase order number

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity. Payment will be made only after the contractor has successfully satisfied the ACC as to the goods and/or services purchased. Vendors should invoice ACC by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at: <https://www.ark.org/vendor/index.html>

1.7 RECORD RETENTION

The Contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.8 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION

This IFB does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

1.10 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

NO SUB-CONTRACTORS WILL BE CONSIDERED FOR THIS IFB.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONTRACT INFORMATION

1. The State of Arkansas may not contract with another party:

- a. To lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows cancellation by the State Procurement Official upon thirty (30) days written notice whenever there are no funded appropriations for the equipment or software.
- b. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
- c. Upon default, to pay all sums to become due under a contract.
- d. To pay damages, legal expenses or other costs and expenses of any party.
- e. To continue a contract once the equipment has been repossessed.
- f. To conduct litigation in a place other than Pulaski County, Arkansas
- g. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.

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2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.
3. The State of Arkansas may contract with another party:
 - a. To accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when the extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss and the contract has required the State to carry insurance for such risk.
 - b. To lease any equipment and/or software past the end of a fiscal year if the contract contains a provision to allow cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.

1.12 CONDITIONS OF CONTRACT

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

1.13 STATEMENT OF LIABILITY

The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY

The State Procurement Official will be responsible for award and administration of any resulting contract.

1.15 PUBLICITY

News release(s) by a vendor pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.16 AWARD CRITERIA

Award shall be made on an "**ALL OR NONE**" **Group A, Grand Total of Net Total (Column F)** award basis to the lowest responsible, responsive bidder. **SEE EXCEL SPREAD SHEET - OFFICIAL PRICE SHEET, NET TOTAL.**

Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.17 DELEGATION AND/OR ASSIGNMENT

The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

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1.18 COST

All charges **must** be included on the Official Bid Price Sheet(s) and **must** include all associated cost for the goods and services being bid. Bid pricing must be valid for (90) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet(s)
2. Any cost not identified by the bidder but subsequently incurred in order to achieve Drug Testing Kits **shall** be borne by the bidder.

1.19 EXTENSION CLAUSE

Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of six (6) additional times for the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement, ACC and the contractor. The contractor will be notified before expiration of this contract if an extension is requested.

1.20 DELIVERY: FOB DESTINATION

See locations included in Section (6) of this IFB.

The agency requests delivery within (30) working days after receipt of the order. If this delivery date cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery _____ days after receipt of order.

All deliveries must be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

1.21 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within thirty (30) days of receipt. ACC shall have the option to return any product(s) within the thirty (30) day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the State for such returns.

1.22 REQUIRED DOCUMENTATION

Required documentation, when requested by OSP, must be received by OSP within (72) business hours from request.

1.23 CANCELLATION

In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

1.24 STATE HOLIDAYS

New Year's Day	January 1	
Lee/King Birthday	January	Third Monday
Washington's Birthday	February	Third Monday
Memorial Day	May	Last Monday
Independence Day	July 4	
Labor Day	September	First Monday
Veterans Day	November 11	
Thanksgiving Day	November	Fourth Thursday
Day after Thanksgiving	November	Fourth Friday

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Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor, by Executive Proclamation. State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2: GENERAL REQUIREMENTS

2.0 SCOPE

The intent of this Invitation for Bid is to establish a **TERM** Contract to provide Drug Testing Kits for Arkansas Community Correction (ACC). The Machine/Equipment that verify these tests, along with the indicated Consumables and Supplies (as shown in section #3 of this IFB), are to be at **no cost** to the State of Arkansas.

Successful vendor will provide testing equipment, computer, and printers to ordering entities. All Equipment **must** be **NEW** at the beginning of the contract. No refurbished or used equipment will be accepted.

All equipment **must** be new (New defined as: New machine, prepackaged un-opened box. Or, no more than one (1) year old from manufacturing date in prepackaged, un-opened container) and never used. **If current vendor is awarded the contract, all equipment must be replaced with new equipment, NO EXCEPTIONS will be made to leave existing equipment.**

When equipment in the field becomes out of-date or when computers and printers are **three (3)** years old, or when ACC requests new equipment due to ongoing problems in accordance with this specification, equipment **must** be replaced. All equipment, replaced or added, during the life of this contract must be reported to Kara Simmons at: kara.simmons@arkansas.gov.

Inoperative equipment (computer, drug testing machine, or printer) **must** be replaced within seven (7) working days from date of notification.

If new or more up-to-date equipment (latest version) becomes available, vendor **will** replace out-of-date equipment at no cost to ACC. The Contractor **must** keep ALL equipment up-to-date.

If the contractor's equipment has changes, or more updated machines become available, the contractor **must** replace the updated equipment. This **must** also include the computer and printer that run with the machine.

The successful vendor **must** supply products in compliance with applicable local, state and federal laws for the monitoring of drug testing on the clients of ACC. The vendor **must** propose machinery that **will** produce reports accepted by all Courts as listed in this IFB, reviewing the ACC client's association with drugs and the drugs that are presently represented. Report formats are based on the requested Courts requirements. No standard format is utilized. Reporting system **must** be compatible with eOMIS operation system.

Test Levels:

- **The reagents provided must meet Food and Drug Administration (FDA) standards for testing at the prescribed cutoff levels identified under SAMHSA (Substance Abuse and Mental Health Services Administration) guidelines, with the exception of ETG (Ethyl Glucuronide).**

The specifications are intended to provide a conceptual framework, and are not exhaustive.

NOTE: BACKGROUND INFORMATION

ACC is responsible for maintaining a drug testing report on each of its clients during probation or otherwise. These reports reviewed and processed through the judicial courts with the end results reflected on the client's criminal records. Therefore, **must** meet the judicial courts required information.

2.1 PRICING

Bid the unit price. Limit your unit price to no more than **two decimal places**. Bids stated otherwise **will** be rounded off to nearest cent.

The total bid price covers all of the Materials, Shipping and Handling, FOB Freight, Drug Testing Equipment and operations necessary for the production of items specified. All prices bid are to remain valid for 90 days following the IFB opening.

NOTE: ADDITION OF NEW ITEMS

- **New items, or items not previously ordered, are to be available to the ACC at discounted contract pricing.**
- **New items will receive the same pricing parameters as other items listed in this IFB.**
- **Vendor is only required to provide requested tests as identified in price sheet. Vendor does not have to manufacture the required tests.**

The State intends to obtain for the duration of this contract or any contract extensions thereof, products that reflect the industry's latest drug testing technology. The State recognizes that there will be drug testing technological modifications and improvements that will become available during the life of this contract that **will** be unavailable on the date of the contract award.

2.2 QUANTITIES

The quantities stated within are estimated for bidding purposes only. The State may order more or less as is required during the term of the contract.

2.3 ORDERING PROCEDURE

All orders placed against this contract **shall** be in the form of an agency issued purchase order on an as-required basis.

Awarded vendors **shall** furnish:

- A toll-free telephone number and a remote on-line or internet based order system for purposes of order placement, order inquiry and current contract pricing.
- The ordering system **shall** also allow order tracking and order history for a minimum of 18 months history for each location.
- An available website for viewing items prior to order placement.
- An available website that includes, but not limited to, ordering through website. Verbal orders, Faxed orders, Scanned orders **shall** be accepted by vendor.
- Ability for a minimum of seven (7) vendors to login and submit orders at one time.
- Ability for buyers to see current order status and complete order history on the website.
- Ability to reprint invoices by the end user.
- Purchase orders issued through ACC through the approved purchasing system are eligible for contract pricing.
- Contract vendor must provide invoices on all items. Invoices will not be accepted from another vendor.
- **All items, including but not limited to section 3.1, must be provided from the awarded vendor and available to order on their website.**

2.4 DELIVERY AND INSTALLATION OF MACHINERY (FOB Destination, freight paid – Inside Delivery)

Is requested to all locations listed within (30) working days after receipt of award. If this delivery and installation cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery days obligates the bidder to complete delivery to all locations listed within (30) working days after receipt of order. Extended delivery days may be considered when in the best interest of the state.

ALTERNATE DELIVERY: ____ working days after receipt of award.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays.

2.5 CONSUMABLES & SUPPLIES DELIVERIES

ACC request delivery within (72) hours after receipt of order for routine consumable items. The awarded vendor **must** provide twenty-four (24) hour and overnight emergency shipment of orders when required by the state agency. The additional charges for emergency shipments **shall** be at the best, reasonable rates and **shall** be incurred by the state agency. **It is critical that the awarded vendor provide all reagents and supplies within the delivery times stated herein.**

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The State of Arkansas, Office of State Procurement and the Department of Community Correction reserves the right to terminate the contract if the awarded vendor fails to provide products within the delivery times stated herein.

2.6 DELIVERY LOCATION(S) - See locations listed in section six (6).

Delivery hours are during normal business hours: 8:00 AM to 4:00 PM CST unless prior approval has been obtained from the ordering agency.

2.7 PRICE CHANGE CLAUSE

All prices bid **shall** be firm for twelve (12) months of this contract. Thereafter, at the time of optional renewal, a request for increase **must** be submitted in writing, (30) days prior to the Office of State Procurement with supporting manufacturer's documentation indicating percentage of increase and effective date. This increase **must** be addressed to the merchant network and be reflective of an increase to all distributors, not to this contract alone. Justifiable increases are based on manufacturer costs due to increase of raw materials. The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined to be in the best interest of the State. After receipt of required documentation and in the event a price change is authorized thereafter, said prices **will** remain firm for the period of stated renewal.

The Price Change Clause **will** remain in effect for any agreed upon periods of extension.

It is understood and agreed in the event of a reduction in the manufacturer's price, the State of Arkansas **will** be given the full benefit of any such decline in price immediately upon the effective date of reduction. The State of Arkansas may monitor and compare other state's pricing against what is being provided on this contract. ACC may request reductions by requesting the manufacturer to provide cost comparison data at any time after the first six months of the contract to reflect base cost (at time of award) to current cost (at time of request).

2.8 INSURANCE CERTIFICATE

Prior to awarding, it is requested that the Contractor furnish a current "Certificate of Insurance".

Contractor **will** be responsible for all Insurance requirements regarding the equipment placed at the ACC locations identified in this IFB.

ACC **will** not be responsible for any Insurance requirements regarding the equipment placed at the ACC locations as identified in this IFB.

ACC **will** not be responsible for replacing equipment at ACC locations that is damaged, destroyed, or becomes non-operational due to everyday usage, unforeseen accidents, or Acts of God.

SECTION 3: VENDOR REQUIREMENTS

3.0 CONTRACTOR MUST INCLUDE THE FOLLOWING AT NO COST TO THE ACC

- Machines/Equipment at no cost to the State of Arkansas
- Training for one operator and one backup person for each location
- All travel costs, including travel, hotel, food, etc., related to vendor's employee
- Freight and installation of analyzer for each location
- In-house training of additional operators as needed
- Service, support and preventative maintenance for all analyzers
- Consumables, such as sample cups with temperature gauge on side. Cups **must** be non-leak with a minimum of four (4) threads to screw the lid on tight
- Sample tubes, cuvettes, wash solution, buffer, thermal paper, reagent stoppers, transfer pipettes, and sealable plastic bags in which to place specimen. Bags **must** have an outside pocket to secure form and remain dry from any leakage
- Calibrators and controls
- Bar code labels

3.1 CONSUMABLES & SUPPLIES

NOTE: ITEMS BELOW MUST BE INCLUDED ON WEBSITE FOR ORDERING PROCESS

- AS840175 URINE SPECIMEN COLLECTION CUPS - 300/CASE
(A.) Cup **must** be of clear plastic with a screw top lid with a minimum of four (4) threads to secure the lid on tight.
(B.) Cups mount 2 ¼" Diameter and a minimum of 3" high.
(C.) Cup **must** have a minimum fill line/mark at least 30 ml clearly displayed on the outside of cup.
(D.) Cup **must** have temperature label installed horizontally at the bottom portion of the cup which provides color coded indication for temperatures ranging for 90F/32C to 100F/38C in 1 or 2 degree increments.
(E.) Shipping bag that **will** hold Specimen Cup with a Chain of Custody pocket on the outside of bag.
(F.) Bag should not leak when specimen is inside.
- 22-19786-002 PIPETTE 1.5 ML (500 PER PACK)
- 55.525 13X75 POLYPROPYLENE TUBES (500 PER PACK)
- 9A509UL EMIT CALIBRATOR/CONTROL LEVEL 0
- 9A529UL EMIT CALIBRATOR/CONTROL LEVEL 1
- 9A549UL EMIT CALIBRATOR/CONTROL LEVEL 2
- 9A569UL EMIT CALIBRATOR/CONTROL LEVEL 3
- 9A589UL EMIT CALIBRATOR/CONTROL LEVEL 4
- 9A609UL EMIT CALIBRATOR/CONTROL LEVEL 5
- 3T619UL SPECIFIC GRAVITY CALIBRATOR 1.003
- 3T629UL SPECIFIC GRAVITY CALIBRATOR 1.020
- 3T389UL pH VALIDITY CALIBRATOR 2.0
- 3T399UL pH VALIDITY CALIBRATOR 3.0
- 3T499UL pH VALIDITY CALIBRATOR 4.5
- 3T489UL pH VALIDITY CALIBRATOR 9.0
- 3T459UL pH VALIDITY CALIBRATOR 11.00
- 3T479UL pH VALIDITY CALIBRATOR 12.0
- 3T129UL SYVA VALIDITY CALIBRATOR NEGATIVE
- 3T339UL CHROMIUM VALIDITY CALIBRATOR 50
- 3T349UL CHROMIUM VALIDITY CALIBRATOR 100
- 3T329UL NITRITE CALIBRATOR 200
- 3T309UL NITRITE CALIBRATOR 500
- 3T179UL NITRITE CALIBRATOR 1000
- 3T139UL CREATININE VALIDITY CALIBRATOR 20
- 3T249UL CREATININE VALIDITY CALIBRATOR 2.0
- 3T709UL UR-N-TROL LEVEL 1 KIT 14 ML
- 3T749UL UR-N-TROL LEVEL 3 KIT 14ML

- 9K059UL CALIB. ALCOHOL 100
- 9K029UL CALIB. ALCOHOL NEGATIVE
- 9K079UL CONTROL ALCOHOL HIGH
- 9K049UL CONTROL ALCOHOL LOW
- 9X529UL ECSTASY CALIBRATOR/CONTROL LEVEL 1
- 9X549UL ECSTASY CALIBRATOR/CONTROL LEVEL 2
- 9X569UL ECSTASY CALIBRATOR/CONTROL LEVEL 3
- 9X589UL ECSTASY CALIBRATOR/CONTROL LEVEL 4
- 5621-2 .1 NORMAL HCL
- 5636-2 .1 NORMAL NAOH
- 3A009 BOTTLE 15ML (20 PER PAK)
- 3A019 BOTTLE 30ML (20 PER PAK)
- 6002-706 REACTION ROTOR
- 14-19748-001 REAGENT VIAL STOPPERS, 250/PKG
- 22-19427-001 SAMPLE CUPS, 1000 CUPS
- 7668 SODIUM HYPOCHLORITE SOLUTION
- 3203-063 SYSTEM SOLUTION
- WINTOX BAR CODE LABELS

3.2 **PRIME CONTRACTOR RESPONSIBILITY – Warranty and/or Service Provided**

- ACC reserves the right to interview the key personnel assigned by the successful vendor to this project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department. Vendor **shall** maintain good interpersonal skills and professional business appearance.
- The successful vendor **shall** give ACC Contract Administrator immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the vendor which, in the opinion of the vendor, may result in litigation in any way to the contract or the State.
- The successful vendor **will** be required to assume responsibility for all services obtained under contracts resulting from this IFB. It **will** be the responsibility of the vendor to verify completeness of each order and it's suitability to meet the needs of ACC.

3.3 **EMPLOYEE BACKGROUND CHECKS**

- The awarded vendor agrees to provide employees who have passed a certified background check.
- The awarded vendor agrees to defend, indemnify and hold harmless ACC, its Officers, Directors, and employees for any claims, suits or proceedings alleging a breach of this warranty.
- Due to the critical and sensitive nature of the work of ACC, all vendors are required to undergo a criminal history background check. To accomplish this, vendors will be required to provide ACC with proof of criminal background checks prior to implementation of the contract.
- **ACC may require Criminal Background checks at any time, on any employee or representative of the successful vendor.**
- **Criminal Background checks will be secured through Arkansas State Police within (72) hours of request. All associated costs are the responsibility of the successful vendor.**
- **Prior to awarding, a Confidentiality and Ethics Clause form will be required to be signed by the successful vendor.**

NOTE:

The most common minimum background check includes the following:

- Social Security Trace
- County Level Criminal Search (in all counties as found by the trace)
- And National Sex Offender Search

3.4 **CUSTOMER SERVICE**

The successful vendor **must** return calls to ACC within (24) business hours.

3.5 **EQUIPMENT REQUIREMENTS**

Vendor **must** provide the following:

1. **Maintenance:**

The awarded vendor **must** provide all maintenance, as an authorized manufacturer dealer, for the equipment, software, and upgrades, including preventative maintenance at no additional expense to the State of Arkansas.

NOTE:

The awarded vendor agrees that the servicing/preventative maintenance of the equipment/instruments and infiltration systems **will** be serviced by an authorized manufacturer representative.

The awarded vendor **will** perform at a minimum, **three (3)** times a year preventative maintenance on the equipment offered. **Scheduled preventative maintenance must be once in July, November, and in March of each year for all machines as noted on locations.** This includes filtration replacement and cleansing of the unit. ACC **will** not be responsible for the instrument maintenance, filtration system, injection port cleaning or instrument adjustment cost.

Documentation showing completed maintenance will be provided by the vendor to ACC. Documentation to be forwarded to: Kara.Simmons@arkansas.gov.

The filter changes and comparable type charges should be at the awarded vendor's expense. The successful vendor **shall** upgrade, at no cost to the state, instrumentation and filtration system to meet company/industry upgrades for the unit bid.

2. **Repairs:**

Any necessary repair(s) or replacement of the system **shall** be within twenty-four (24) hours of the service call and by an authorized manufacturer repair specialist at no additional expense to the State of Arkansas. Documentation verifying replacement of equipment to be provided to: Kara.Simmons@arkansas.gov.

3. **Training:**

The awarded vendor **must** provide training for the analyzers and each instrument listed at each location. The training **shall** include basic instrument operation, instrument maintenance, and troubleshooting. **Training by a certified manufacturer training specialist is required.** All cost associated with the training are the responsibility of the awarded vendor. Vendor **shall** be financially responsible for all meals, lodging, and any other expense accrued by the vendor's employees and or representatives.

The awarded vendor **shall** provide in-house educational training of new drug testing related issues, at least once a year at no cost. Training **must** provide proficiency in system operation, routine maintenance, and troubleshooting. Training **shall** be scheduled at a time and date mutually convenient to the ACC and the awarded vendor.

4. **Education / Experience:** The vendor **shall** have the appropriate credentials that apply to his/her profession. The vendor **must** have knowledge and experience in federal and state regulations regarding judicial reporting requirements for drug testing.

5. **Authorization:** The successful vendor **must** be an authorized manufacturer distributor for the equipment bid.

3.5 **ADDITIONAL VENDOR RESPONSIBILITIES**

Vendor **shall** be responsible for the payment of all State and Federal taxes including FICA with regards to wages received. Vendor **shall** maintain good interpersonal skills and professional business appearance.

3.6 **MACHINES, EQUIPMENT, and SUPPLIES INFORMATION**

1. **SHIPPING:** All shipping **shall** be F.O.B. destination, Freight paid. Prices **must** include all shipping and handling fees unless stated otherwise.

2. **IDENTIFICATION OF SHIPMENTS:** In addition to the complete destination address, each delivery **must** be clearly marked with the purchase order number. Each shipment **must** be accompanied by a packing slip.

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3. **PACKAGING AND LABELING**: All items shipped **must** be properly labeled with weather resistant labeling indicating the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

4. **EQUIPMENT REMOVAL**: The awarded vendor **will** completely de-install and remove the equipment at the end of the last year of the contract or upon termination of the contract. **The vendor will have (90) days to complete the de-installation and removal of the equipment. Equipment that remains (30) days at the ACC locations after the de-installation may be sent to State of Arkansas Marketing and Redistribution center for disposal.**

5. **OPERATOR'S MANUAL**: The awarded vendor **will** furnish one (1) copy of the operator's manual to each location, providing complete instructions for operation and routine maintenance at no additional cost to the State of Arkansas.

6. **EQUIPMENT**: The successful vendor **will** provide testing equipment, computer, and printers to requesting ordering entities. All equipment **must** be **newly manufactured**, in first-class condition, latest model and design at the beginning of the contract. No refurbished or used equipment will be accepted during the life of the contract. **Equipment currently in the field must be removed and replaced with new equipment, no exceptions. (Refer to section 2.0 for definition of new equipment)**

Equipment must be replaced with newly manufactured equipment when:

- (1) Equipment in the field becomes out of date, per vendor or agency.
- (2) Updates with advanced technology improvements to the equipment.
- (3) ACC request new equipment due to ongoing problems, (3 valid complaints within 30 days).

The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items **will** function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration.

7. **EQUIPMENT INSTALLATION**: The awarded vendor **shall** furnish, deliver, install, and calibrate the selected Drug Testing Machine and Equipment at the sole satisfaction of the State agency and at no additional cost to the State of Arkansas. Delivery and Installation **shall** be set up once contract is awarded with each receiving entity. Delivery and installation **must** be completed before removal of existing machine and equipment. Machines and equipment are requested to be installed within (30) days after the receipt of the award.

3.7 **TECHNICAL SUPPORT**

The awarded vendor **shall** provide statewide support on a timely basis. The awarded vendor **must** provide a Toll-Free Assistance line or allow for collect calls to be accepted Monday thru Friday, five (5) days per week, between the hours of 7:00 A.M. and 6:00 P.M. (CST). Technical knowledgeable personnel **must** be available during these hours to answer questions and to provide assistance to the staff of the ordering entities.

TECH SUPPORT NUMBER: _____

HOURS OF OPERATION: _____

3.8 **WARRANTY**

The vendor **must** warrant that all services and any other items provided by the vendor, in conjunction with this IFB, will be performed during the life of the awarded contract, by a manufacturer authorized vendor.

All software updates, other than enhancements, **must** be installed at no additional charge for the life of the systems.

SECTION 4: ITEM SPECIFICATIONS

4.0 MACHINE/EQUIPMENT SPECIFICATION

NOTE: ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAMES, INFORMATION AND/OR CATALOG NUMBERS LISTED IN A SPECIFICATION AND /OR REQUIREMENT ARE FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT INTENDED TO LIMIT COMPETITION.

BIDS WHICH DO NOT COMPLY WITH THE REQUIREMENTS AND SPECIFICATIONS, ARE SUBJECT TO REJECTION WITHOUT CLARIFICATION.

4.1 TECHNICAL SPECIFICATIONS

The contractor-provided equipment **must** meet or exceed the following mandatory requirements:

1. PureFlow or equipment **must** meet or exceed PureFlow specifications of water system appliances and systems **must** be installed at each location. Pure Water is vital for trouble free analysis. Lab water systems **must** deliver clinical laboratory reagent water to each analyzer(s) location(s). Alternative water options **will** be reviewed by ACC. One (1) gallon water bottles **must** be available to all locations that prefer that specific size.
2. The system **must** be fully automated.
3. The system **must** have the ability to handle multiple samples in random access or batch mode.
4. The system **must** have the ability to accept barcoded samples.
5. Methodology **shall** use Immunoassay Technology.
6. All bidders **must** provide documentation of a minimum of 95% reliability against gas chromatography/mass spectrometry for all reagents. Instrument performance **must** be at 98% reliability against GC/MS.
7. Any system bid **must** be capable of performing multi-screen, on-site tests conducted in a self-contained system. Because of high client volumes, the system **must** be capable of conducting multiple-specimen test.
8. Bids for machines requiring data management packages with the reagents, **must** submit literature, with the bid, outlining system specifications and capabilities.
9. Test results **must** be documented by a permanent printed record indicating the client identifier, date of test; type(s) of substance(s) tested for and test results clearly indicating positive and negative results.
10. Tests are to be performed without the requirement of more than one reagent mixing step.
11. Any chemical or reagent supplied under this contract **must** have a shelf life at time of receipt by the ordering entity of six months minimum or it **will** be replaced at no charge to the end user.
12. The contractor **shall** not substitute any item(s) that have been awarded to the contractor without the prior written approval of the Office of State Procurement. Any product substitution **must** be of equal or better functionality and of equal or lower pricing.
13. The contractor **shall** be responsible for replacing any item received in damaged condition at no cost to the State of Arkansas. This includes all shipping cost for returning non-functional items to the contractor for replacement.
14. WinTox Data Management Systems **will** be provided for each of the locations. (This software allows the drug testing system to interface with EOMIS system used to track people that have been placed on probation and/or parole). This system is used by all police departments and /or courts in state and out of state. ACC is required to enter all information about people on probation and/or parole in the EOMIS system, so it is always up to date for judges, courts, law enforcement, etc.

THE BIDDER MAY OFFER ANY BRAND OF PRODUCT THAT MEETS OR EXCEEDS THE FOLLOWING SPECIFICATIONS.

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LITTLE ROCK LOCATION:

BRAND REFERENCED: MGC240, Indiko, and Indiko Plus or Approved Equal

NOTE: Equipment must be capable of processing a minimum of 600 tests per hour. Vendor may bid required number of machines for a combined total of 600 tests ran per hour.

Indicate the Brand Name and Model of Machine/Equipment proposed at no cost to the State of Arkansas/ACC:

Brand Name – (LR Location):

Model: _____

Total test per hour: _____

NLR LOCATION:

BRAND REFERENCED: MGC240, Indiko, and Indiko Plus or Approved Equal

NOTE: Equipment must be capable of processing a minimum of 400 tests per hour. Vendor may bid required number of machines for a combined total of 400 tests ran per hour.

Indicate the Brand Name and Model of Machine/Equipment proposed at no cost to the State of Arkansas/ACC:

Brand Name – (NLR Location):

Model: _____

Total test per hour: _____

ALL OTHER LOCATION(S):

BRAND REFERENCED: MGC240, Indiko, and Indiko Plus or Approved Equal

Indicate the Brand Name and Model of Machine/Equipment proposed at no cost to the State of Arkansas/ACC:

Brand Name – (Other Locations):

Model: _____

SECTION 5: CURRENT DRUG COURTS

CURRENT DRUG COURT OFFICES WITH MACHINES:

Little Rock Drug Court
North Little Rock Drug Court

West Memphis Drug Court
Jonesboro Drug Court
Fort Smith Drug Court
El Dorado Drug Court
Fayetteville Drug Court
Lonoke Drug Court

Forrest City Drug Court
Hope Drug Court
Texarkana Drug Court
Pine Bluff Drug Court
Magnolia Drug Court
Searcy Drug Court
Conway Drug Court
Bentonville Drug Court

Mountain Home Drug Court
Heber Springs Drug Court
Pocahontas Drug Court
Paragould Drug Court
Booneville Drug Court
Clarksville Drug Court
Mena Drug Court
Russellville Drug Court
Benton Drug Court
Hot Springs Drug Court
Malvern Drug Court
Monticello Drug Court
Nashville Drug Court
Camden Drug Court
Newport Drug Court
West Memphis P & P
Fayetteville P & P
Mountain View
Arkadelphia Swift Court
Batesville Swift Court

SECTION 6: CURRENT COURT LOCATIONS & EQUIPMENT

Site #	<u>Account Location</u>	<u>Instrument Model</u>	<u>Quantity</u>
1	Hot Springs Office 615 West Grand, Suite 1 Hot Springs, AR 71901 501-624-3347	MGC 240	1
2	Lonoke Office 104 North East Front Street Lonoke, AR 72086 501-676-3378	MGC 240	1
3	Benton Office 306 Edison Road, Suite 3 Benton, AR 72015 501-315-4477	MGC 240	1
4	Conway Office 707 Robins St, Suite 102 Conway, AR 72034 501-327-3256	MGC 240	1
5	Pine Bluff Office 2801 S. Olive Street, Suite 6D Pine Bluff, AR 71603 870-850-8950	MGC 240	1
6	Mountain Home Office 613 South Street Mountain Home, AR 72635 870-425-9139	MGC 240	1
7	Pocahontas Office 1112 Pace Road Pocahontas, AR 72455 870-248-3330	MGC 240	1
8	Paragould Office		

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	320 W. Court Street, Suite 120 Paragould, AR 72450 870-239-3192	MGC 240	1
9	Jonesboro Office 615 South Main, Room 114 Jonesboro, AR 72401 870-935-7290	MGC 240	1
10	Newport Office 107 Laurel Street Newport, AR 72112 870-523-4191	MGC 240	1
11	Camden Office #1 Scott Alley Camden, AR 71701 870-837-1140	MGC 240	1
12	Monticello Office 309 Hwy 425 South Monticello, AR 71655 870-367-3201	MGC 240	1
13	El Dorado Office 1812 Lorene St. El Dorado, AR 71730 870-862-3449	MGC 240	1
14	Magnolia Office 222 South Pine Street Magnolia, AR 71753 870-234-2720	MGC 240	1
15	Fayetteville Office 3416 N. College, Suite 3 Fayetteville, AR 72703 479-443-8000	MGC 240	1
	Fayetteville Office (Probation & Drug Court)	Indiko Plus	2

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16	Bentonville Office 703 Southeast J Street Bentonville, AR 72712 479-464-0735	MGC 240	1
17	Ft. Smith Office 805 Garrison Avenue Ft. Smith, AR 72901 479-782-2123	MGC 240	2
18	Clarksville Office 114 South Fulton Clarksville, AR 72830 479-754-6200	MGC 240	1
19	Heber Springs Office 110 D. Tulaka Blvd Heber Springs, AR 72543 501-362-3229	MGC 240	1
20	Searcy Office 401 West Vine Street Searcy, AR 72143 501-279-7990	MGC 240	1
21	Forrest City Office 409 N Rosser Street, Suite B Forrest City, AR 72335 870-630-1667	MGC 240	1
22	West Memphis Drug Court Office 260 Shoppingway, Suite 6 West Memphis, AR 72301 870-735-4486	MGC 240	1
23	West Memphis Prob & Parole 250 Shoppingway, Suite B West Memphis, AR 72301 870-735-4486	MGC 240	1
24	Russellville Office 1509 East Main St., Suite 5	MGC 240	1

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Russellville, AR 72801
479-968-5154

- | | | | |
|-----------|--|-------------|---|
| 25 | Booneville Office
42 East Main
Booneville, AR 72927
479-675-3170 | MGC 240 | 1 |
| 26 | Mena Office
500 Dequeen St.
Mena, AR 71953
479-394-4107 | MGC 240 | 1 |
| 27 | Hope Office
2806 North Hazel
Hope, AR 71801
870-777-2445 | MGC 240 | 1 |
| 28 | Texarkana Office
601 Hazel St., Suite 6
Texarkana, AR 71854
870-779-2000 | MGC 240 | 1 |
| 29 | Nashville Office
420 North Main, Suite 2
Nashville, AR 71852
870-845-3793 | MGC 240 | 1 |
| 30 | North Little Rock Office
2679 Pike Avenue
North Little Rock, AR 72114
501-371-1090 | MGC 240 | 3 |
| 31 | Malvern Office
127 West Page Ave.
Malvern, AR 72104
501-337-7973 | MGC 240 | 1 |
| 32 | Mountain View Office
1005 Maple Drive
Mountain View, AR 72560 | Indiko Plus | 1 |

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870-269-5320

- | | | | |
|-----------|---|---------|---|
| 33 | Arkadelphia Swift Court Office
911 Main Street
Arkadelphia, AR 71923
870-246-5960 | Indiko | 1 |
|
 | | | |
| 34 | Batesville Swift Court Office
913 25th Street
Batesville, AR 72501
870-793-7965 | Indiko | 1 |
|
 | | | |
| 35 | Little Rock Drug Court
2001 Pershing Circle
Suite 300

North Little Rock, AR 72114 | MGC 240 | 2 |

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OFFICIAL BID PRICE SHEET

SEE EXCEL SPREAD SHEET – OFFICIAL PRICE SHEET

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on **term contracts**. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment.

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Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.

- 13. LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies.

Invoices must be sent to the "Invoice To" point shown on the purchase order.

- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or

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suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR:

SUBCONTRACTOR NAME:

☐ Yes ☐ No

IS THIS FOR:

☐ Goods?

☐ Services? ☐ Both?

TAXPAYER ID NAME:

YOUR LAST NAME:

FIRST NAME:

M.I.:

ADDRESS:

CITY:

STATE:

ZIP CODE:

COUNTRY:

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

☐ None of the above applies

FOR A VENDOR (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

☐ None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____