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

INVITATION FOR BID

IFB Number: **SP-11-0168**	Buyer: **Judy Shirley**
Commodity: **Drug Testing Machine/Supplies**	IFB Opening Date: **January 18, 2011**
Date: **December 22, 2010**	IFB Opening Time: **2:00 P.M. C.S.T**

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE 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:	BID OPENING LOCATION:
Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222

Company Name: _____

Name (type or print): _____ Title: _____

Address: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____
USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Federal Employer ID Number _____ Social Security Number _____

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN BID REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

TYPE OF CONTRACT:	**TERM**
AGENCY P.R. NUMBER	**1000537289**

Table of Contents

DELIVERY OF RESPONSE DOCUMENTS 3
MINORITY BUSINESS POLICY 3
CURRENCY 3
LANGUAGE 3
REQUIREMENT OF ADDENDUM 3
ALTERATION OF ORIGINAL IFB DOCUMENTS 3
ADDITIONAL TERMS AND CONDITIONS 3
EQUAL EMPLOYMENT OPPORTUNITY POLICY 3
EO-98-04 GOVERNOR'S EXECUTIVE ORDER 3
ANTICIPATION TO AWARD 4
PAST PERFORMANCE 4
VISA ACCEPTANCE 4
CLARIFICATION OF IFB AND QUESTIONS 4
SCOPE 4
AWARDING INSTRUCTIONS 4
PRICING 5
QUANTITIES 9
ORDERING PROCEDURE 9
DELIVERY AND INSTALLATION OF MACHINERY 9
CONSUMABLES & SUPPLIES DELIVERIES 9
DELIVERY LOCATION(S) 9
TERM OF CONTRACT 9
EXTENSION CLAUSE 9
PRICE CHANGE CLAUSE 9
VENDOR REQUIREMENTS 11
REQUIREMENTS 12
ADDITIONAL VENDOR RESPONSIBILITIES 12
ITEM SPECIFICATIONS 13
WARRANTY 15
CURRENT DRUG COURT MACHINES BEING USED 16
DELIVERY LOCATIONS ARE AS FOLLOWS 17
GENERAL TERMS & CONDITIONS 18
STANDARD TERMS AND CONDITIONS 18
ATTACHMENT "A" 21

DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Regulations, 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.

MINORITY BUSINESS POLICY: Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. 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_____
Native American_____ Asian_____ Pacific Islander_____

AR Certification number_____

CURRENCY: All bids and proposals pricing and cost must be listed in United States dollars and cents.

LANGUAGE: Bids and proposals will only be accepted in the English language.

REQUIREMENT OF ADDENDUM: THIS IFB MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums 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.

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 an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

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.

EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Act 2157 of 2005, 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.state.ar.us, 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.

EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Required to be completed by the successful bidder prior to award.

ANTICIPATION TO AWARD: After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx) and/or the legal section of a newspaper of statewide circulation. The purpose of the posting is to establish a specific timeframe 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 policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php .

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 offer 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 either a written or electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.

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.

CLARIFICATION OF IFB AND QUESTIONS: If additional information is necessary to enable vendors to better interpret the information contained in the IFB, written questions will be accepted and responded to by the State's buyer, Judy Shirley, at judy.shirley@dfa.arkansas.gov. **All questions and comments concerning this IFB should be directed to the State's buyer only.**

SCOPE: The intent of this Invitation for Bid is to establish a **TERM** Contract to provide Drug Testing Kits for AR Department of Community Correction (DCC). The Machine/Equipment that verify these tests, along with the indicated Consumables and Supplies (on page ten (10) of this IFB), are to be at **no cost** to the State of Arkansas.

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 DCC. The vendor must propose machinery that will produce reports accepted by various Courts reviewing the DCC client's association with drugs and the drugs that are presently represented.

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

NOTE: **BACKGROUND INFORMATION**

The Arkansas Department of Community Correction (DCC) is responsible for maintaining a drug testing report on each of its clients during probation or otherwise. These reports are reviewed and processed through the judicial courts with the end results reflected on the client's criminal records. Therefore, all reports must meet the judicial courts required information.

AWARDING INSTRUCTIONS: This Invitation of Bid shall be awarded to the lowest responsible, responsive bidder by **Grand Total**. All items must be bid to be considered.

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 60 days following the IFB opening.

NOTE: New items, or items not previously ordered, are to be available to the AR Department of Community Correction at discounted contract pricing. New items will receive the same pricing perimeters as other items listed in this IFB.

Group A: NORTH LITTLE ROCK LOCATION (LR Drug Court)

ITEM	DESCRIPTION	Test Quantity	Cost Per Test	Extended Cost
1.	LSD (LR Drug Court)- 50 ml – 9L019UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**165,620**	**$**	**$**
2.	ETHYL ALCOHOL (LR Drug Court) – 115 ml – 9K309UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**202,206**		
3.	BARBITURATE (LR Drug Court) – 115 ml - 9D029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**454,662**		
4.	BENZODIAZEPINES (LR Drug Court) – 115 ml 9F029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**454,662**		
5.	EMIT II PLUS COCAINE, SMALL REAGENT KIT (LR Drug Court) – 115 ml 9H029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**526,988**		
6.	EMIT II PLUS AMPHETAMINES (LR Drug Court) – 115 ml 9C309UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**414,720**		
7.	EMIT II PLUS ECSTASY ASSAY KIT (LR Drug Court) – 115 ml 9X029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**117,624**		
8.	METHADONE (LR Drug Court) – 115 ml 9E029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**454,662**		

9.	METHAQUALONE (LR Drug Court) - 115 ml 9Q029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**526,988**		
10.	EMIT II PLUS MAB AMPH, SMALL REAGENT KIT (LR Drug Court) 115 ml 9C029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**591,680**		
11.	EMIT II PLUS OPIATE 115 ml DRUG TEST (LR Drug Court) 9B309UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**468,100**		
12.	DRUG TEST, PHENCYCLIDINE, 115 ml (LR Drug Court) 9J029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**591,680**		
13.	DRUG TEST, PROPOXYPHENE, 115 ml (LR Drug Court) 9G029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**591,680**		
14.	TEST DRUG, CANNABINOID, 115 ml (LR Drug Court) 9N029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**41,470**		
15.	CREATININE (LR DRUG Court) Number of Test per kit bid: _____ Manufacturer Item Number: _____	**180**		
16.	COTININE (LR DRUG Court) – **Must be FDA Approved.** Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
17.	Methadone Metabolite (EDDP) 100ml **(Must be FDA Approved**. (LR DRUG Court) Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
18.	Ethyl Glucuronide (EtG) 100 ml (LR DRUG Court) Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
19.	Oxycodone 500 ml (LR DRUG Court) Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
20.	Buprenorphine 3x17ml (LR DRUG Court) Number of Test per kit bid: _____ Manufacturer Item Number: _____	**200**		

21.	Ecstasy 100 ml (LR DRUG Court) Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
	GROUP A TOTAL:			**$**
	GROUP B: OTHER LOCATIONS			
1.	LSD – 50 ml 9L019UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**69,620**		
2.	ETHYL ALCOHOL 115 ml 9k309ul Number of Test per kit bid: _____ Manufacturer Item Number: _____	**288,000**		
3.	BARBITURATE – 115 ml 9D029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**271,678**		
4.	BENZODIAZEPINES – 115 ml 9F029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**264,500**		
5.	EMIT II PLUS COCAINE, SMALL REAGENT KIT – 115 ml 9H029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**282,150**		
6.	EMIT II PLUS AMPHETAMINES - 115 ml 9C309UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**220,500**		
7.	METHADONE – 115 ml 9E029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**264,500**		
8.	METHAZUALONE – 115 ml 9Q029UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**282,150**		
9.	EMIT II PLUS MAB AMPH, SMALL REAGENT KIT - 115 ml 9C029ul Number of Test per kit bid: _____ Manufacturer Item Number: _____	**282,150**		
10.	EMIT II PLUS OPIATE 115 ml 9B309UL Number of Test per kit bid: _____ Manufacturer Item Number: _____	**242,000**		
11.	DRUG TEST, PHENCYCLIDINE, 115 ml J029UL Number of Test per kit bid: _____	**264,500**		

	Manufacturer Item Number: _____			
12.	DRUG TEST, PROPOXYPHENE, 115 ml Number of Test per kit bid: _____ Manufacturer Item Number: _____	**447**		
13.	DRUG TEST, CANNABINOID 115 ml Number of Test per kit bid: _____ Manufacturer Item Number: _____	**475**		
14.	CREATINE Number of Test per kit bid: _____ Manufacturer Item Number: _____	**180**		
15.	COTININE 100 ml Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
16.	METHADONE METABOLITE (EDDP) 100 ml – **Must be FDA approved.** Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
17.	ETHYL GLUCURONIDE (EtG) 100 ml Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
18.	OXYCODINE 500ml Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
19.	BUPRENORPHINE 3x17 ml **(Must be FDA approved)** Number of Test per kit bid: _____ Manufacturer Item Number: _____	**200**		
20.	ECSTASY 100 ml Number of Test per kit bid: _____ Manufacturer Item Number: _____	**500**		
	GROUP B TOTAL:			$
	GRAND TOTAL (GROUP A & B)			$

NOTE: Vendor is only required to provide requested tests as indicated above. Vendor does not have to manufacturer the requested tests.

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).

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.

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. Purchase orders issued through the AR Department of Community Correction (DCC) 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 page 10, must be provided from the awarded vendor and available to order on their website.**

DELIVERY AND INSTALLATION OF MACHINERY (FOB Destination, freight paid – Inside Delivery): is requested within thirty (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 within thirty (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.

CONSUMABLES & SUPPLIES DELIVERIES: The Department of Community Correction request delivery within seventy-two (72) hours after receipt of order on 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.

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.

DELIVERY LOCATION(S): **See attached listing.**

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.

TERM OF CONTRACT: The term of this contract shall be for a period of twelve (12) months with option to renew in three (3) one (1) year increments or a portion thereof upon mutual agreement.

EXTENSION CLAUSE: Any contract awarded from the offering of these specifications will be subject to, after the original expiration date, an extension of three (3) additional times for the original term of the contract. Any extension must be mutually agreed upon by the Office of State Procurement, the AR Department of Community Correction and the contractor. The contractor will be notified before expiration of this contract if an extension is requested.

PRICE CHANGE CLAUSE: All prices bid shall be firm for the first six (6) months of this contract. Thereafter, 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. 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 a period of not less than six (6) months.

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. DCC 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).

NOTE: New items, or items previously not ordered, are to be available to the AR Department of Community Correction at discounted contract pricing. New items will receive the same pricing perimeters as other items listed in this IFB.

GENERAL INFORMATION

CONTRACTOR MUST INCLUDE THE FOLLOWING AT NO COST TO THE AR DEPARTMENT OF COMMUNITY CORRECTION:

- Machines/Equipment at no cost to the State of Arkansas
- Training for one operator and one backup person for each above location
- 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 none leak with at least 4 threads to screw the lid on tight, sample tubes, cuvettes, wash solution, buffer, thermal paper, reagent stoppers, transfer pipettes, sealable plastic bags to put specimen in with a pocket on the outside to put forms in and will not get the specimen on the forms.
- Syva EMIT Calibrators and controls
- Bar code labels

CONSUMABLES & SUPPLIES

NOTE: <u>ITEMS BELOW MUST BE INCLUDED ON WEBSITE FOR ORDERING PROCESS</u>

- AS840175 URINE SPECIMEN COLLECTION CUPS 300/CASE, cup must be of clear plastic with a screw top lid with at least 4 threads to screw the lid on. Cups mount 2 ¼" diameter and at least 3" high; cup must have a minimum fill line/mark at least 30 ml clearly displayed on the outside of cup. 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.
- Shipping bag that will hold Specimen Cup with a Chain of Custody pocket on the outside of bag. 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

VENDOR REQUIREMENTS

PRIME CONTRACTOR RESPONSIBILITY – Warranty and/or Service Provided:

A. The selected vendor will be required to assume prime contractor responsibility for the contract and will be the sole point of contact.
B. The selected 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 its suitability to meet the needs of Arkansas Department of Community Correction.
C. **Employee Background Check(s)**: The awarded vendor warrants to supplying employees who have secured a certified background check. The awarded vendor agrees to defend, indemnify and hold harmless the Department of Community Correction, its Officers, Directors, and employees for any claims, suits or proceedings alleging a breach of this warranty.

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.

Attachment "A", Confidentiality and Ethics Clause form will be required by the successful vendor.

Due to the critical and sensitive nature of the work of the Arkansas Dept of Community Corrections (DCC), all vendors are required to undergo a criminal history background check. To accomplish this, vendors will be expected to provide DCC with proof of criminal background checks prior to implementation of the contract.

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, twice a year preventative maintenance on the equipment offered. This includes filtration replacement and cleansing of the unit. AR Department of Community Correction will not be responsible for the instrument maintenance, filtration system, injection port cleaning or instrument adjustment cost.

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, at no additional expense, and by an authorized manufacturer repair person, to the State of Arkansas.

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 during required travel.

The awarded vendor shall provide in-house educational training of new 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 AR Department of Community Correction 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.

ADDITIONAL VENDOR RESPONSIBILITIES

Vendor shall be responsible for the payment of state and federal taxes and FICA with regards to wages received. Vendor shall maintain good interpersonal skills and professional business appearance.

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.

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 awarded vendor will have thirty (30) days to complete the de-installation and remove the equipment.

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.**

Equipment must be replaced with newly manufactured equipment when:

(1) Equipment in the field becomes out of date.
(2) Updates with advanced technology improvements to the equipment bid.
(3) DCC 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 and delivery and installation must be completed before removal of existing machine and equipment. Machines and equipment to be installed within (30) days after the receipt of the award.

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: _____

ITEM SPECIFICATIONS

MACHINE 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.

TECHNICAL SPECIFICATIONS

The contractor-provided equipment which must meet or exceeds 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 AR Department of Community Correction (DCC).
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 has 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 sued by all police departments and /or courts in state and out of state. We are 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.

NLR LOCATION:

BRAND REFERENCED: Olympus AU400, AU640, or MGC 240

NOTE: Equipment must be capable of processing at least 400 tests per hour. Vendor may bid two (2) 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/AR Department of Community Correction:

Brand Name – (NLR Location): _____

Model: _____ **Total test per hour:** _____

ALL OTHER LOCATION(S):

BRAND REFERENCED: Viva-Jr, Viva-E, V-Twin,

Indicate the Brand Name and Model of Machine/Equipment proposed at no cost to the State of Arkansas/AR Department of Community Correction:

Brand Name – (Other Locations): _____

Model: _____

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.

CURRENT DRUG COURT MACHINES BEING USED:

Syva/Olympus AU400 EMIT Analyzer @ Little Rock Drug Court

Syva EMIT V-Twin Analyzer @ West Memphis Drug Court
Syva EMIT V-Twin Analyzer @ Jonesboro Drug Court
Syva EMIT V-Twin Analyzer @ Fort Smith Drug Court
Syva EMIT V-Twin Analyzer @ El Dorado Drug Court
Syva EMIT V-Twin Analyzer @ Fayetteville Drug Court
Syva EMIT V-Twin Analyzer @ Lonoke Drug Court

Syva EMIT Viva E Analyzer @ Forrest City Drug Court
Syva EMIT Viva E Analyzer @ Hope Drug Court
Syva EMIT Viva E Analyzer @ Texarkana Drug Court
Syva EMIT Viva E Analyzer @ Pine Bluff Drug Court
Syva EMIT Viva E Analyzer @ Magnolia Drug Court
Syva EMIT Viva E Analyzer @ Searcy Drug Court
Syva EMIT Viva E Analyzer @ Conway Drug Court
Syva EMIT Viva E Analyzer @ Benton Drug Court
Syva EMIT Viva E Analyzer @ Bentonville Drug Court

Syva EMIT Viva JR Analyzer @ Mountain Home Drug Court
Syva EMIT Viva JR Analyzer @ Heber Springs Drug Court
Syva EMIT Viva JR Analyzer @ Pocahontas Drug Court
Syva EMIT Viva JR Analyzer @ Paragould Drug Court
Syva EMIT Viva JR Analyzer @ Booneville Drug Court
Syva EMIT Viva JR Analyzer @ Clarksville Drug Court
Syva EMIT Viva JR Analyzer @ Mena Drug Court
Syva EMIT Viva JR Analyzer @ Russellville Drug Court
Syva EMIT Viva JR Analyzer @ Benton Drug Court
Syva EMIT Viva JR Analyzer @ Hot Springs Drug Court
Syva EMIT Viva JR Analyzer @ Malvern Drug Court
Syva EMIT Viva JR Analyzer @ Monticello Drug Court
Syva EMIT Viva JR Analyzer @ Nashville Drug Court
Syva EMIT Viva JR Analyzer @ Camden Drug Court
Syva EMIT Viva JR Analyzer @ Newport Drug Court
Syva EMIT Viva JR Analyzer @ West Memphis P &P

DELIVERY LOCATIONS ARE AS FOLLOWS:

Little Rock Drug Court Office
2679 Pike Ave,
North Little Rock, AR 72114

Fort Smith Drug Court
805 Garrison Ave.,
Fort Smith, AR 72901

Lonoke Drug Court
104 North East Front Street
Lonoke, AR 72086

Texarkana Drug Court
301 E. 6TH Street
Texarkana, AR 71854

Searcy Drug Court
401 West Vine
Searcy, AR 72143

Benton Drug Court Office
200 N. Main, Suite 5
Benton, AR 72015

Heber Springs Drug Court
110 D Tulaka Blvd.,
Heber Springs, AR 72543

Booneville Office
42 E Main Street
Booneville, AR 72927

Russellville Drug Court
1509 East Main Street, Suite 5
Russellville, AR 72801

Monticello Drug Court
309 Hwy 425 South
Monticello, AR 71655

West Memphis Drug Court Office
260 Shoppingway, Suite 6
West Memphis, AR 72301

El Dorado Drug Court I
1906 Hillsboro Street
El Dorado, AR 71731

Forrest City Drug Court
409 N Rosser Street, Suite B
Forrest City, AR 72335

Pine Bluff Drug Court
2801 S Olive Street
Pine Bluff, AR 71603

Conway Office
707 Robins Street, Suite 102
Conway, AR 72032

Bentonville Office
703 Southeast "J" Street
Bentonville, AR 72712

Pocahontas Drug Court
1112 Pace Road
Pocahontas, AR 72455

Clarksville Office
114 S. Fulton Street
Clarksville, AR 72830

Hot Springs Drug Court
615 West Grand, Ste., 1
Hot Springs, AR 71901

Nashville Drug Court
420 North Main, Ste. 2
Nashville, AR 71852

Jonesboro Drug Court
615 South Main, Room 114
Jonesboro, AR 72401

Fayetteville Drug Court
3416 N. College, Suite 3
Fayetteville, AR 72703

Hope Drug Court
2806 North Hazel
Hope, AR 71801

Magnolia Drug Court
222 South Pine Street
Magnolia, AR 71753

Mountain Home Drug Court
613 South Street
Mountain Home, AR 72653

Paragould Drug Court
320 W. Court St., Suite 120
Paragould, AR 72450

Mena Drug Court
500 DeQueen Street
Mena, AR 71953

Malvern Drug Court
127 West Page
Malvern, AR 72104

Camden Office
1024 W. Washington Street
Camden, AR 71701

Newport Drug Court Office
107 Laurel Street
Newport, AR 72112

GENERAL TERMS & CONDITIONS

BRAND NAME: Brand names are used for purposes of quality identification only.

SUBSTITUTION OF BRAND: Any substitutions of brand under this contract after award must be approved in writing by the Office of State Procurement prior to delivery. Any delivery of unauthorized substitutions will be considered contract default.

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 30 days prior to the date of cancellation.

INVOICING: An itemized invoice addressed to the ordering entity reflecting, entity's purchase order number, quantity, contract number SP-11-0168, description, and unit price is required.

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: Quote F.O.B. destination. Bid the unit price. 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 Contracts: 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. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: 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 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.

ATTACHMENT "A"

Arkansas Department of Community Correction
Two Union National Plaza Building
105 West Capitol, 2nd Floor
Little Rock, Arkansas 72201-5731
(501) 682-9510 Fax: (501) 682-9513

"Service with Excellence & Integrity"

To: _____

From: _____

RE: Agreement for Contractors and Consultants

Date: _____

Confidentiality and Ethics Clause.
As condition of consulting or contracting (other than food vendors) with the Arkansas Department of Community Correction (DCC), the contractor/consultant agrees in writing to abide by all departmental policies and procedures relating to protecting confidential information. In addition, a contractor or consultant who is licensed or certified in a profession agrees to meet the ethical standards of his/her profession including those related to confidentiality.

Contractors and Consultants Working in a DCC Residential Center Clause.
Contractors and consultants working in a DCC residential center agree to comply with DCC policies on contraband and tobacco and will do nothing to violate our undermine them.

Contractor and Consultant Responsibilities for Employees and Subcontractors Clause.
The contractor/consultants is also responsible for ensuring compliance with this agreement by his/her employees and any subcontractors and for obtaining equivalent written assurance from his/her employees and any subcontractors.

I acknowledge receipt of the above notice and agree to abide by these requirements. Copies of the following policies have been provided to me or I have access to them on the DCC website at http://www.dcc.state.ar.us :

☐ Offender Records ☐ Public Information Program ☐ Use of Computer Resources
☐ DCC Ethics (from Code of Ethics & Rules of Conduct Policy) ☐ Contraband
☐ Tobacco and

☐ Other (specify): _____

Printed Name of Consultant/Contractor	Signature of Consultant/Contractor	Date

4-ACRS-7B-18 ASM Form 11