



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

INVITATION FOR BID

IFB Number: SP-17-0106	Buyer: Judy Shirley, CPPB Email: judy.shirley@dfa.arkansas.gov
Commodity or Service: Liquid Chromatography Agency: Arkansas State Crime Laboratory	Bid Opening Date: April 4, 2017
Date Issued: March 22, 2017	Bid Opening Time: 2:00 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:	FIRM
AGENCY P.R. NUMBER	1000777696

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 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. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.

B. OSP **will** notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process **will** be provided to the vendor(s) at that time.

4. 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.

5. 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.

6. 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

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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.

7. 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.

8. 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/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.

9. 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.

10. 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.

11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this bid.

12. CURRENCY

All bid pricing **must** be United States dollars and cents.

13. 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 State Crime Laboratory (State Crime Lab) to purchase one (1) Triple Quadrupole LC-MS to provide qualitative and quantitative toxicology testing of biological specimens, to include blood, urine and other common specimen types.

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, (501) 324-9316** or by 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 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.** 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 **FIRM** contract (contract for a one-time purchase).

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices should be forwarded to:
Arkansas State Crime Lab
P. O. Box 8500
Little Rock, AR 72215

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the State Crime Lab. The State may not be invoiced in advance of delivery and acceptance of any equipment. Payment **will** be made only after the contractor has successfully satisfied the State Crime Lab as to the goods purchased. The vendor should invoice State Crime Lab 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' designees 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, 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/or support.

1.11 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 the 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.

1.12 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.

1.13 AWARD RESPONSIBILITY

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

1.14 PUBLICITY

News releases 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.

1.15 AWARD CRITERIA

This Invitation for Bid **shall** be awarded to the lowest responsible, responsive bidder by **Grand 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.

1.16 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 the contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.17 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the goods being bid. Bid pricing **must** be valid for (120) 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.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of items shall be borne by the bidder.
3. The successful vendor must be an authorized manufacturer distributor for the equipment bid.
4. Vendor must bid all items to be considered.
5. An emergency/consumable parts lists for the equipment bid with pricing and the cost of labor per hour after the initial (1) year warranty expires is requested along with bid response. Emergency/Consumable parts list and Cost of Labor per hour requested information will not be included in the awarding process.

1.18 DELIVERY AND INSTALLATION: FOB DESTINATION

Arkansas State Crime Laboratory
#3 Natural Resources Drive
Little Rock, AR 72205

The agency requests delivery within **thirty (30) calendar** 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 _____ **calendar** 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.

1.19 ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product **shall** be made within thirty (30) days of receipt. Arkansas State Crime Laboratory **shall** have the option to return any product 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.

1.20 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.

SECTION 2 - MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) to establish a firm contract for Arkansas State Crime Laboratory to purchase one (1) one Triple Quadrupole LC-MS to provide qualitative and quantitative toxicology testing of biological specimens, to include blood, urine, and other common specimen types.

2.2 MINIMUM REQUIREMENTS

The vendor should be accredited to ISO/IEC 17025 standards, or equivalent. Documentation of accreditation should be included with the bid submission or when requested by OSP/AR State Crime Laboratory prior to Anticipation to Award.

2.3 QUALITY

All items provided under the scope of this contract shall conform to the specifications contained herein; shall be of commercial first quality, and are to be manufactured in accordance with current industry standards for workmanship, materials and construction.

Receipt of the merchandise does not necessarily constitute acceptance. The using agency will be granted a minimum of thirty (30) days in which to inspect the merchandise and to determine if its quality meets the requirements or standards of the contract. If quality problems are evident, the Office of State Procurement, in coordination with the using agency, will review the problems and if the specifications of the contract are not met, will assess any damages for the inferior merchandise. If, in the opinion of the Office of State Procurement and the using agency, the merchandise is unacceptable, the vendor may be offered an opportunity to replace the merchandise within a reasonable time. At the time authorization for the replacement is given, the Office of State Procurement will establish, in writing, a new delivery date.

2.4 TRAINING

Vendor **must** include pricing for training, when requested by AR State Crime Lab, at the end-user's facility. Training to include the following:

- System familiarization
- Training on software
- Training on hardware

2.5 SERVICE

Telephone support and on-site field service by factory trained field service technicians **must** be available should the instrument require service. Telephone support shall be at no cost to the ordering agency.

On-site field service is requested within (72) hours of the request during working hours or Monday through Friday, 8:00 AM to 4:30 PM CST, excluding State of Arkansas holidays. Vendor should have a minimum of three (3) service technicians within 400 miles of Little Rock, Arkansas.

2.6 SOFTWARE SUPPORT/UPGRADE

Bid price **shall** include provision for all software updates, support, and revisions for a period of one (1) year from date of acceptance. All system software must be the current market version and have been in commercial use for a minimum of six (6) months prior to date of bid.

2.7 WARRANTY

Warranty for all above items is required to be two (2) years from the date of acceptance for a period of time equal to and including the standard manufacturer's warranty. Warranty shall cover defects in material and workmanship and shall cover all costs associated with the repair or replacement of defective items including labor, parts, transportation costs, travel time and expense, and any other costs associated with such repair or replacement.

All units offered shall include one (1) set of service manuals, parts list, and operating manuals.

If anytime during the first (1) year warranty period the instrument does not perform in accordance to manufacturer's specification, the successful vendor will be notified in writing. The vendor shall pick up the equipment at the vendor's expense, and replace with equipment that meets or exceeds prior assembled equipment. Should replaced equipment performance remain unacceptable to agency, agency may request a full return of the purchase price (including taxes).

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Bidder **must** guarantee manufacturer replacement parts, labor, and consumables. The agency requests a period of not less than ten (10) years.

2.8 MISCELLANEOUS CHARGES/ALLOWANCES

Prior to any work being performed under this contract that will result in additional costs, written authorization **must** be obtained from the Office of State Procurement. Any other costs incurred in production and not provided for in these instructions and specifications may be invoiced at the "fair market price" as established by the Office of State Procurement.

SECTION 3: SPECIFICATIONS

3.1 SPECIFICATIONS

The Triple Quadrupole LC-MS **must** be compatible with current processes which include MassHunter Workstation software.

NOTE: Any deviation from the specifications of this agreement should be communicated with the OSP/Arkansas State Crime Laboratory at the time of bid submission, in writing, including the reason(s) that such a deviation is necessary.

3.2 MINIMUM SPECIFICATIONS

1. Single point of control Single-point data system method capability with full control HPLC systems and Triple Quadrupole LC/MS System with standard ESI source.
2. MassHunter Workstation Software with compliance and method optimization software, a PC, a monitor, and service installation of the system.
3. Scan modes: MS scan, MS/MS product ion scan, MRM, MS/MS neutral loss/gain scan, and precursor ion scan, SIM. Dynamic and triggered MRM aligns MRMs with compound retention time.
4. Maximum scan rate - 12,500 Da/s.
5. Minimum MRM dwell time - 1 ms.
6. MRM transitions > 10,000 ion transactions per method.
7. Enhanced high performance triple quadrupole LC/MS/MS mass spectrometer with Mass range m/z 5 – 3,000.
8. Mass accuracy 0.1 Da from 5 – 1,000 m/z .
9. Detector: high energy detector such as high-gain electron multiplier horn.
10. Vacuum system: Two (2) turbomolecular pumps with one mechanical pump.
11. Ionization sources: Electrospray (ESI).
12. Solvent declustering: Countercurrent gas.
13. Collision cell ion clearance < 1 ms.
14. High Performance Liquid chromatography system containing thermostatted autosampler.
15. HPLC autosampler should be capable of handling thermostatable sample trays that can carry two (2) well plates (96 and 384) plus ten (10) additional two (2)-mL vials, or 108 x 2-ml vials in 2 x 54 vial plates plus ten (10) additional two (2)-mL vials. 0.1 - 100 μ L of injection range. HPLC system should include Binary Pump with operating range up to (60) MPa (600 bar, 8700 psi) and flow rate up to five (5) mL/min.
16. HPLC systems should include vacuum degasser, and thermostatted column compartment.
17. The maximum size of the Gas Chromatograph Network System **must** fit in an area approximately 9 feet (length) x 3 feet (width).

NOTE: State the size (both length and width) of the Gas Chromatograph responding to in this IFB:

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OFFICIAL BID PRICE SHEET

Vendor's bid must include all of the materials and operations necessary for the production of items specified. This includes, but is not limited to, all necessary hardware, connectors, cables, fittings, software, special maintenance, assembly, documentation, and FOB destination, inside delivery, freight paid.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve service required **shall** be borne by the bidder(s).
3. Official Bid Price Sheet may be reproduced as needed.
4. The successful vendor must be an authorized manufacturer distributor for the equipment bid.
5. Vendor must bid all items to be considered.
6. An emergency/consumable parts lists for the equipment bid with pricing and the cost of labor per hour after the initial (1) year warranty expires is requested along with bid response. Emergency/Consumable parts list and Cost of Labor per hour requested information will not be included in the awarding process.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QUANTITY/UM</u>	<u>UNIT PRICE</u>
1	Triple Quadrupole LC-MS	1	\$ _____
BRAND NAME: _____			
MODEL NO: _____			
GRAND TOTAL			\$ _____

The following item is not included in the pricing evaluation process, however, please price accordingly:

Extended Warranty Options: Triple Quadrupole LC-MS

Year	Cost	Discount Applied if purchased with Items above	Total Cost with Discount Applied
3	\$ _____	_____	\$ _____
4	\$ _____	_____	\$ _____
5	\$ _____	_____	\$ _____

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. Shipment is authorized by the receipt

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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. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
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.

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- 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.