



STATE OF ARKANSAS

OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300

Little Rock, Arkansas 72201-4222

REQUEST FOR PROPOSAL (RFP)

BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	SP-15-0049	Solicitation Issued:	June 12, 2015
Description:	Laboratory Information System		
Agency:	Arkansas Department of Environmental Quality		

SUBMISSION DEADLINE FOR RESPONSE

Bid Opening Date:	July 10, 2015	Bid Opening Time:	3:00 p.m., Central Time
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Proposals **shall not** be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid opening date and time. Proposals received after the designated bid opening date and time **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to OSP.

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address.
Proposal's Outer Packaging:	Outer packaging must be sealed and should be properly marked with the following information. If outer packaging of proposal submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Vendor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OSP Buyer:	Paul Coulter	Buyer's Direct Phone Number:	501-683-0084
Email Address:	paul.coulter@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

- **Do not provide responses to items in this section unless specifically and expressly required.**

1.1 PURPOSE

This Request for Proposal (RFP) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Environmental Quality (ADEQ), to obtain pricing and a contract for a Laboratory Information Management System (LIMS), including installation of software, training and data migration of legacy data held by the agency.

1.2 TYPE OF CONTRACT

- A. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review and approval.
- B. The resulting contract **shall** be a TERM contract. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is August 15, 2015.
- C. Upon mutual agreement by the vendor and agency, the contract may be renewed by OSP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof.
- D. The total contract term **shall not** be more than seven (7) years.

1.3 ISSUING AGENCY

OSP, as the issuing office, is the sole point of contact for the selection process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page one of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.4 BID OPENING LOCATION

Proposals submitted by the opening time and date **shall** be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that vendor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the vendor's proposal or in subsequent correspondence, **shall** cause the vendor's proposal to be disqualified.
- C. Vendor may request exceptions to NON-mandatory items. Any such request **must** be declared on, or as an attachment to, the appropriate section's *Agreement and Compliance Page*. Vendor **must** clearly explain the requested exception, and should label the request to reference the specific solicitation item number to which the exception applies. (See *Agreement and Compliance Page*.)

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of item in question as indicated in *Clarification of Bid Solicitation and Questions*.
- B. The words "bidder" and "vendor" are used synonymously in this document.
- C. The terms "Request for Proposal", "RFP" and "Bid Solicitation" are used synonymously in this document.

1.7 RESPONSE DOCUMENTS

- A. Original Technical Proposal Packet

1. The original *Technical Proposal Packet* **must** be submitted on or before the bid opening date and time.

2. The Proposal Packet should be clearly marked "Original" and **must** include the following:
 - a. Original signed *Proposal Signature Page*. (See *Proposal Signature Page*.)
 - b. Original signed *Agreement and Compliance Pages*. (See *Agreement and Compliance Pages*.)
 - c. Original signed *Proposed Subcontractors Form*. (See *Subcontractors*.)
 - d. Other documents and/or information as may be expressly required in this *Bid Solicitation*.
 - e. *Technical Proposal* response to the *Information for Evaluation* section included in the *Technical Proposal Packet*.
3. The following items should be submitted in the original *Technical Proposal Packet*.
 - a. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - b. Copy of Vendor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

B. *Official Bid Price Sheet*. (See *Pricing*.)

1. Vendor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
2. Vendor should also submit one (1) electronic version of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
3. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing".

C. *Additional Copies and Redacted Copy of the Technical Proposal Packet*

In addition to the original *Technical Proposal Packet* and the *Official Bid Price Sheet*, the following items should be submitted:

1. Additional Copies of the Technical Proposal Packet
 - a. One (1) complete hard copies (marked "COPY") of the *Technical Proposal Packet*.
 - b. Seven (7) electronic copies of the *Technical Proposal Packet*, preferably on flash drives. CDs will also be acceptable.
 - c. All additional hard copies and electronic copies **must** be identical to the original hard copy. In case of a discrepancy, the original hard copy **shall** govern.
 - d. If OSP requests additional copies of the proposal, the copies **must** be delivered within twenty-four (24) hours of request.
2. One (1) redacted copy the original *Technical Proposal Packet*, preferably on a flash drive. A CD will also be acceptable. (See *Proprietary Information*.)

1.8 **ORGANIZATION OF RESPONSE DOCUMENTS**

- A. It is strongly recommended that vendors adhere to the following format and suggestions when preparing their Technical Proposal response.
- B. The original *Technical Proposal Packet* and all copies should be arranged in the following order.

- *Proposal Signature Page.*
- *All Agreement and Compliance Pages.*
- *Proposed Subcontractors Form.*
- Signed Addenda, if applicable.
- E.O. 98-04 – *Contract Grant and Disclosure Form.*
- *Equal Opportunity Policy*
- *Voluntary Product Accessibility Template (VPAT).*
- Other documents and/or information as may be expressly required in this *Bid Solicitation*. Label documents and/or information so as to reference the *Bid Solicitation's* item number.
- Technical Proposal response to the *Information for Evaluation* section of the *Technical Proposal Packet*.

1.9 CLARIFICATION OF BID SOLICITATION AND QUESTIONS

- A. Vendors may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on June 18, 2015. Submit written questions by email to the buyer as shown on page one (1) of this *Bid Solicitation*.
- B. Vendor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on June 24, 2015.
- C. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at vendor's risk.

1.10 PRODUCT DEMONSTRATIONS

- A. If requested by the agency, the three (3) vendors with the highest scored technical evaluations **must** make a demonstration.
- B. At minimum, a two (2) week notice will be given for scheduling of the demonstration, however if requested by vendor, the demonstration may take place sooner than two (2) weeks if the date and time is acceptable by the agency. Parameters will be provided when vendor is contacted for scheduling.
- C. All demonstrations are subject to be recorded.
- D. All expenses associated with the demonstration except travel, meals, and lodging for State personnel, will be borne by the vendor.
- E. Vendor **must** demonstrate the same system as proposed.
- F. Failure of the proposed system during demonstration **shall** result in disqualification of a vendor's proposal.

1.11 PROPOSAL SIGNATURE PAGE

- A. An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Proposal Signature Page* included in the *Technical Proposal Packet*.
- B. Vendor's signature on this page **shall** signify vendor's agreement that either of the following **shall** cause the vendor's proposal to be disqualified:
 - 1. Additional terms or conditions submitted intentionally or inadvertently.
 - 2. Any exceptions that conflicts with a Requirement of this *Bid Solicitation*.

1.12 AGREEMENT AND COMPLIANCE PAGES

- A. Vendor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Technical Proposal Packet*.
- B. Vendor's signature on these pages **shall** signify agreement to and compliance with all Requirements within the designated section.

1.13 **SUBCONTRACTORS**

- A. Vendor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Technical Proposal Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation* or in the *Information for Evaluation* section provided in the *Technical Proposal Packet*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

1.14 **PRICING**

- A. All pricing **must** be disclosed on the *Office Bid Price Sheet* only. The *Official Bid Price Sheet* is provided as a separate excel file posted with this *Bid Solicitation*.
- B. To allow time to evaluate proposals, prices **must** be valid for 120 days following the bid opening.
- C. The *Official Bid Price Sheet*, including the hard copy and electronic copy, **must** be separately sealed from the *Technical Proposal Packet* and should be clearly marked as "Pricing".
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. The State **shall not** be obligated to pay any costs not identified on the *Official Bid Price Sheet*. Any cost not identified on the *Official Bid Price Sheet* **shall** be borne by the vendor.
- F. Vendor **must not** include any pricing from the *Official Bid Price Sheet* in the hard copies or electronic copies of their *Technical Proposal Packet*.
- G. All proposal pricing **must** be in United States dollars and cents.
- H. The *Official Bid Price Sheet* may be reproduced as needed.
- I. The Grand Total Cost of Table 1 **shall** be used in determining low cost.
- J. Table 2 and Table 3 **shall not** be used in determining low cost.
- K. All proposal pricing **must** be in United States dollars and cents.
- L. Vendors may include services related to, but not mandatory to, the requirements of this RFP and their associated cost in Table 3 of the *Official Bid Price Sheet*.
- M. If ADEQ wishes to add or delete services in Table 2 and Table 3 of the *Official Bid Price Sheet* throughout the life of the contract on an as needed basis, they **shall** have the right to do so.
- N. ADEQ **shall not** be required to purchase any of the services on Table 2 and Table 3 of the *Official Bid Price Sheet*.

1.15 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A joint proposal submitted by two or more vendors is acceptable. However, a single vendor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact with regard to services, equipment, and all requirements.

1.16 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this proposal, the vendor certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
 - The prices in the proposal have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.

- B. Evidence of collusion **shall** warrant consideration of this proposal by the Office of the Attorney General. All vendors **shall** understand that this paragraph may be used as a basis for litigation.

1.17 **PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. One complete copy of the submission documents from which any proprietary information has been redacted should be submitted in electronic format with your proposal.
- C. Except for the redacted information, the redacted copy **must** be identical to the original hard copy reflecting the same pagination as the original, and showing the empty space from which information was redacted.
- D. It is the responsibility of the vendor to identify all proprietary information and to ensure the electronic copy is protected against restoration of redacted data.
- E. The redacted copy **shall** be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor.
- F. If a redacted copy of the submission documents is not provided with vendor's response packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), **shall** be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- G. If the State deems redacted information to be subject to FOIA, the vendor will be contacted prior to release of the documents.

1.18 **CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OSP.
- B. Vendor **must not** alter any language in any solicitation document provided by the State.
- C. Vendor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Proposals **must** be submitted only the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Vendor **must** provide clarification of any information in their response documents as requested by OSP.
- H. Proposed services and equipment **must** meet or exceed the specifications as set forth in this *Bid Solicitation*.
- I. Vendors may submit multiple proposals.

1.19 **REQUIREMENT OF ADDENDUM**

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OSP.
- B. Vendors are cautioned to ensure that they have received or obtained, and have responded to, any and all addenda to the *Bid Solicitation* prior to submission of response.
- C. There will be no addenda to a *Bid Solicitation* three (3) calendar days prior to the bid opening, unless the addenda extends the bid opening date or cancels the bid.
- D. 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 addenda up to bid opening.

1.20 AWARD PROCESS**A. Award Determination**

1. A State Procurement Official will be responsible for award and administration of any resulting contract.
2. Award **shall** be made on an all or none basis.
3. The Grand Total Score for each vendor **shall** be a sum of the Technical Score, Demonstration Score (if required), and Cost Score, which **shall** be used to determine the ranking of proposals.
4. The vendor with the highest ranking proposal **shall** move forward to the next step in the solicitation process.

B. Negotiations

1. If the State so chooses, it **shall** have the right to conduct negotiations with the highest ranking vendor. All negotiations **shall** be conducted at the sole discretion of the State. The State **shall** solely determine the items to be negotiated.
2. If negotiations fail to result in a contract, the State **shall** declare the vendor as non-responsive and will begin the negotiation process with the next highest ranking vendor. The negotiation process will be repeated until an anticipated successful vendor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful vendor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OSP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the vendor's responsibility to check the OSP website for the posting of an anticipated award.

1.21 MINORITY BUSINESS POLICY**A. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this State who is:**

- | | |
|---------------------|---|
| • African American | • Pacific Islander American |
| • American Indian | • Service Disabled Veterans as designated |
| • Asian American | by the United States Department of |
| • Hispanic American | Veteran Affairs |

B. The Arkansas Economic Development Commission conducts a certification process for minority businesses and disabled veterans. The vendor's Certification Number should be included on the vendor's *Proposal Signature Page*.**1.22 EQUAL OPPORTUNITY POLICY****A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the vendor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.****B. *EO Policies* may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included as a hardcopy accompanying the solicitation response.**

- C. The submission of an *EO Policy* to OSP is a one-time Requirement. 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.
- D. Vendors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.23 **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.

1.24 **PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a vendor's past performance with the State may be used to determine if the vendor is "responsible". Proposals submitted by vendors determined to be non-responsible **shall** be disqualified.

1.25 **TECHNOLOGY ACCESS**

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory Requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:
 - 1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means
 - 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use
 - 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired
 - 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means;
 - 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact
 - 6. Integrating into networks used to share communications among employees, program participants, and the public
 - 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies **must** evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must

provide written documentation supporting the selection of a different product, including any required reasonable accommodations.

- D. For purposes of this section, the phrase “equivalent access” means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired shall be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.26 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent’s solution **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

1.27 VISA ACCEPTANCE

- A. Awarded vendor(s) should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.28 PUBLICITY

- A. Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OSP’s prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a vendor’s proposal to be disqualified.

1.29 RESERVATION

The State **shall not** pay costs incurred in the preparation of a proposal.

SECTION 2 – SPECIFIC REQUIREMENTS

- **Do not provide responses to items in this section unless specifically and expressly required.**

2.1 VENDOR REQUIREMENTS

- A. Vendor **shall** have a minimum of 10 years' experience in LIMS industry.
- B. Vendor **shall** be a wholly owned US business.
- C. Vendor **shall** be ISO 9001:2008 Certified prior to bid submission and should be a Microsoft Gold Certified Partner.
- D. Vendor **shall** provide a Project Manager with a minimum of five (5) years' experience managing projects of like size and similar scope.

2.2 SYSTEM CONFIGURATION

- A. Software **shall** be installed on an agency provided database server for LIMS application.
 1. LIMS **shall** have the capability to run on the configured Microsoft SQL Server hosted by ADEQ.
 2. The vendor **shall** provide with bid submission their recommended server requirements based on the short term and long term needs of a laboratory.
- B. The thin clients **shall not** be dedicated solely to LIMS, and will have other systems operating on them, such as MS Office. The agency's Personal Computers (PC), mobile devices, and tablets, use the latest version of Windows operating system, and the LIMS application **must** be compatible.
- C. System software **shall** be designed to allow for future growth and sufficient space to allow for additional screen displays, and for additional, or expanded reports.

2.3 INTERFACE REQUIREMENTS

- A. Vendor **must** provide an electronic instrument interface that provides the following:
 1. Method that **shall** uniquely identify each analytical testing equipment also referred to as "instrument".
 2. **Shall** have the ability to receive and process analytical and quality control sample results from instruments.
- B. LIMS interface **shall** allow for the transferring of information from the instrument software to LIMS database while the instrument continues to analyze samples and the computer retains full functionality.
- C. LIMS **shall** be able to retrieve and process analytical and quality control sample results from the instruments while the instruments are simultaneously analyzing samples and without disrupting other LIMS users.
- D. LIMS **shall** provide a method to uniquely identify each computer, tablet, smart device, etc., also referred to as "device", in order to acquire test results from laboratory instruments.
- E. After processing and/or data reduction, LIMS **shall** be able to receive and process analytical and quality control sample results from the PCs. The vendor **shall** provide the software required to transfer the data to LIMS.

2.4 INFORMATION REPORTING

- A. LIMS **shall** provide the functionality that allows for ADEQ to generate State and Federal regulatory reports, trend analyses, QA/QC charts and graphically formatted reports for administrative planning purposes.
- B. LIMS **shall** provide reporting software that **must** work with the LIMS and provide reports in multiple formats such as Excel, Crystal Reports, Electronic Data Downloads, etc., either as part of LIMS or as a third party program that is completely integrated with the provided LIMS software.

C. Information from LIMS database **shall** be available for report generation that includes the following capabilities and **shall** be Open Database Connectivity (ODBC) compliant:

1. Ability to upload data to EPA's WQX database
2. At a minimum, allow for the following calculations:
 - a. Total
 - b. Subtotal
 - c. Subtraction
 - d. Addition
 - e. Multiplication
 - f. Division
 - g. Average
 - h. Maximum
 - i. Minimum
 - j. Standard deviation
 - k. Mean
 - l. Median
 - m. Mode
3. At a minimum, allow for the following format options:
 - a. Font size and type
 - b. Page headers and footers
 - c. Number of significant digits
4. Ability to create charts and text into a single report.
5. Allows users to drag and drop fields onto a template with no programming needed.
6. Create bar charts, trend lines, pie charts with retrieved data.

D. The following set of pre-programmed LIMS reports **shall** be provided:

1. Samples received for a user-specified time frame.
2. Samples analyzed for a user-specified time frame.
3. Test Results report, including comments.
4. Work Backlog report by sample status.
5. Work Backlog report by due date (Sample Aging).
6. Work Backlog report by priority.

7. Test results Out of Limits report.
 8. Quality Control sample report.
 9. National Pollutant Discharge Elimination System (NPDES).
 10. Discharge monitoring reporting (DMR).
 11. Management Reports.
- E. The following workload management reports **shall** be provided as part of the standard LIMS software to assist with interpretation of work assignment, staff load balancing, and laboratory performance:
1. Sample Volume Report (number of samples processed).
 2. Test Volume Report (number of tests performed).
 3. Turnaround Time Report from sample receipt to approval, summarized by analysis.
 4. User definable reports.
 5. Query function for custom reports.
- F. Reports should be generated for a sample automatically when:
1. All analyses for a sample are complete.
 2. Summary reports generated for predefined collection dates, analysis dates, or customers.
 3. Reports should be able to be e-mailed (pdf) from within LIMS application.
 4. Reports should be able to be published immediately and saved as pdf file for the record.

2.5 **DATA MANAGEMENT**

- A. LIMS **shall** provide an environmental laboratory with management information tools that allows for an efficient laboratory operation to produce the following:
1. Produce timely and accurate analytical data and assessment reports.
 2. Validated data available to all required parties.
- B. LIMS **shall** provide functionality that at a minimum, allows for data entry, access, and retrieval of the following:
1. Manual data input by users
 2. Direct data acquisition from laboratory instruments
 3. Data storage
 4. Data processing and manipulation
 5. Data retrieval and reporting
- C. LIMS **must** have the following processing functions:
1. System management
 2. Database management

3. Sample management and tracking
 4. Workload management
 5. Sample analysis and data acquisition
 6. Data validation and limit checking
 7. Quality control/assurance
 8. Statistical data analysis and graphics
 9. Data import/export capability
 10. Ad-hoc querying
 11. Bar-coding
 12. Reporting
- D. LIMS **must** have the capability to perform data acquisition with laboratory instruments, while simultaneously supporting workstations on a Windows network performing other LIMS functions.
- E. LIMS **must** provide application software that **shall** be comprised of software packages that are proven to be reliable. These packages **shall** permit on-site configuration and generations of all application related programs including displays, tables and reports.
- F. LIMS **must** provide standard product application software that **shall** be fully developed, tested, and supported. Application software **must** be compatible with the system hardware and meet the functional requirements specified in the RFP.
- G. LIMS **must** provide the capabilities for authorized users to query, add, modify and delete samples.

2.6 **REGULATORY REQUIREMENTS**

- A. LIMS **shall** support both ISO17025 and non-ISO17025 test methods.
- B. Data **shall** be maintained on a SQL Server database server hosted in the ADEQ computer facilities and managed by ADEQ's Computer Services Division.

2.7 **PRODUCT SUPPORT**

- A. The proposed system solution **shall** at a minimum provide the following support and the cost for said support **shall** be included in pricing on Table 1 on the Official Price Sheet.
1. During installation, the support staff **shall** respond in less than four hours by phone, and problems **shall** be resolved in three (3) additional hours for all support calls placed during the vendor's normal business hours. Vendor may request extension through ADEQ should the resolution require additional time, and ADEQ **shall** allow additional time at their discretion.
 2. Support calls placed after vendor's normal business hours **shall** be responded to within the first four (4) hours of the vendor's first regular business day following notification of the problem(s). The problem **shall** be resolved within three (3) additional hours after the vendor's response to ADEQ on that first business day. Vendor may request extension through ADEQ should the resolution require additional time, and ADEQ **shall** allow additional time at their discretion.
 3. Support/maintenance **shall** be provided under this contract beginning on the installation completion date and **shall** continue thru the initial 1 year term of the contract and this support/maintenance **shall** be in the initial 1 year cost of the contract. This cost **shall** be included in the cost of the LIMS.
 4. The vendor **shall** provide a 24 hour toll-free telephone number for support calls.

5. The vendor **shall** have national user groups/forums and knowledgebase support for each software product identified in their proposal.
 6. Vendor **shall** provide an assigned, dedicated LIMS account manager to serve as the point of contact for those issues outside of the scope of the Project Manager.
 7. Throughout the life of the contract, vendor **shall** provide software service packs as defined below, and these **shall** be provided automatically at no additional cost to ADEQ; software service packs are defined as:
 - a. Any software changes necessary for enhancements such as updates, bug fixes, and new features,
 - b. Product improvements,
 - c. Product upgrades,
 - d. Bug fixes, and
 - e. Glitches.
 2. Updates and patches to the software **shall** be provided and installed as they are released.
 3. Supporting documentation and/or user manual for software reflecting modifications, upgrades, and enhancements **must** be supplied when said changes occur.
 4. Upgrades should pull in any new features that were added by the ADEQ, and those new features added by ADEQ should not be overwritten by updates. As an example: Should ADEQ make a change to their tables, dashboards, lists etc., any upgrades or changes to the LIMS **must** incorporate their changes and **must** not erase or overwrite them.
- B. Vendor **must** provide the following maintenance support throughout the life of the contract. Cost **shall** be included on Table 1 for years two (2) through seven (7):
1. An On-Line Help available for each functional portion of the system, such that a user can request help information and then return to their original position upon exiting the help function.
 2. Vendor should have the ability to remote-in and access control of ADEQ computers to conduct trouble shooting steps. In which case, ADEQ will need a designated network address (IP Address) for the vendor to allow access.
 3. At a minimum, help desk support **must** be available from 8am – 430pm CST, Monday through Friday. Vendor **must** provide a toll free phone number for help desk.
 4. Help desk personnel **must** be able to provide knowledgeable and immediate response and resolution to questions and problems from ADEQ employees.
 5. Help desk personnel **must** be located in the Continental United States and **must** speak English.

2.8 **TRAINING**

- A. Vendor **must** provide the following LIMS training to laboratory and systems personnel in the use of all LIMS application software:
1. Initial training **shall** be conducted on-site in Little Rock, at the ADEQ laboratory. Vendor **shall** provide training sessions that instruct end-users in the overall use and operation of LIMS application software. Vendor **shall** provide a minimum of two (2) sessions of training.
 - a. LIMS Initial training **shall** be provided on-site for two (2) designated laboratory personnel who will serve in the capacity of the system administrators for LIMS computer configuration and applications. The training **shall** include LIMS administration tasks, software management functions and computer security.

- b. LIMS Initial training **shall** be provided on-site for two (2) computer services person/system personnel for complete system reinstall and reloading procedures, file management utilities and system generator procedures.
- 2. Follow-up/refresher training **shall** be provided on-site, web based platform, tutorial or at vendors training center, however ADEQ **shall** have the final determination of the training site.
 - a. Should the vendor decide to use the ADEQ facility in Little Rock, coordination **must** be made with the ADEQ designated representative.
 - b. ADEQ anticipates follow up training within the first year and refresher training to be requested through the lifetime of the contract on an annual basis or as determined necessary by ADEQ.
- B. At a minimum, vendor **shall** provide the following for initial training and follow-up training regarding both end-user training and administrator training:
 - 1. **Shall** provide all instructors and instructional material including trainees' workbooks, instructor guides, training aids, equipment and technical manuals.
 - 2. Course outlines for both laboratory personel and computer services person/system personnel r training **shall** be submitted prior to actual training begins.
- C. ADEQ equipment and software to be utilized for training **shall not** be adversely affected and **must** be restored to its original condition. Any cost to replace or repair any adversely affected equipment and software **shall** be borne by the vendor.

2.9 LIMS FUNCTIONALITY

- A. LIMS **must** provide Cost Accounting functionality that provides the following:
 - 1. Associate labor and/or material cost with specific samples and analysis types.
 - 2. Associate appropriate accounting codes with LIMS data.
 - 3. A means of tracking costs for analytical purposes regarding specific projects or cost centers.
 - 4. Project specific pricing.

Note: It will not be necessary to invoice samples.
- B. LIMS **must** provide for a chemical inventory functionality that stores the following information for chemicals:
 - 1. Vendor name
 - 2. Chemical name
 - 3. Received date
 - 4. Amount or reagent/chemical
 - 5. Preparation information, linked back to stock or parent reagent/chemical.
 - 6. Lot number
 - 7. Catalog number
 - 8. Expiration date
 - 9. Disposal date

- C. LIMS **must** provide an integrated bar coding functionality that **shall** relate chemicals and reagents to particular samples and analyses.
 - 1. Bar coding functionality **must** estimate chemical usage based on predefined quantities used per sample analysis.
 - 2. Traceability **must** be built in for standards and reagents used in analysis to trace back to materials received by the laboratory including attached certificates of analyses (CAO).
- D. LIMS **must** provide a personnel management functionality to track personnel certification and training. The system **shall not** allow data to be entered into the system if the logged in user is not current on their training. LIMS **shall** provide email notification regarding the outdated training to the supervisor and the QA Officer. User **shall** receive a courtesy copy of the notification.
- E. LIMS **must** provide for portable data entry to interface with portable data entry hardware (tablet PCs, iPad, etc.) and software that can be used for sample collection and entry of field data such as chlorine residual and pH.
 - 1. Entries **shall** contain a date/time stamp and be able to be downloaded into LIMS.
 - 2. LIMS vendor **shall** supply all necessary software and installation.
- F. LIMS **must** provide LIMS Explorer for web access for remote users to retrieve data from a remote site using a secure link to a web page. This function **must** allow users to create queries and to retrieve a variety of information using a "master query" concept in real time.
 - 1. LIMS explorer **must** be tightly integrated with LIMS and have the same "look and feel" as LIMS and be easy for non-LIMS users to navigate.
 - 2. LIMS **must** have a web database that remote users can access the sample status, **must** manage wastewater permit limits, generate a pdf analysis report, and management tools to monitor the performance of the site. This is critical in the event of a state emergency to allow remote users to obtain sample data instantly.
- G. LIMS **must** provide Corrective Action/Preventative Action (CAPA) that can be initiated from results, analyst, vendors, products or clients.
- H. LIMS **must** provide a Report Designer to build and design reports with different features for different reporting needs. LIMS **must** allow authorized users to modify report formats and view the changes in a draft mode, before the final report is generated.
- I. LIMS **must** provide functionality that allows for the following:
 - 1. User to change the format of forms
 - 2. User to change button header names
 - 3. User to change labels
 - 4. Has a "Drop and Drag" function for adding images into the program.
- J. **Must** provide Program functionality that is TNI (The NELAC Institute) compliant, with ISO 10725 features.

2.10 **DATABASE MANAGEMENT SYSTEM**

- A. LIMS **must** provide Relational Database Management System (RDMS) for information storage and retrieval.
- B. Vendor **must** provide full use license, providing not only access to LIMS application, but also to the following:
 - 1. Application development tools
 - 2. Data dictionary

3. Data query utility
 4. Report writer
- C. LIMS user interface and all interactive database management tools **must** be a simple-to-use Graphical User Interface (GUI).
- D. LIMS **must** have data export functionality to extract and convert data elements into an American Standard Code for Information Interchange (ASCII) format for use outside of LIMS application environment in the following file formats:
- a. CSV
 - b. XLS
 - c. XML
- E. LIMS **shall** provide a script for transferring legacy data from the existing databases to LIMS. It is understood that this will be a customization and such costs **shall** be included in the cost of the system on Table 1. Scripts for transferring data from LIMS to the laboratory **must** be provided to ADEQ during the installation of LIMS.
- F. The database system **must** have the capabilities of importing an ASCII data file, convert it as necessary, and store the data in LIMS database management system. Historical data from a SQL database **must** be imported into LIMS database.
- G. The system **shall** have an ODBC compliant database system that allows data exchange with other American National Standards Institute (ANSI), SQL, and ODBC compliant database systems, including Microsoft Access. Compliancy enables the database to interface with other ODBC compliant word processing, statistical analysis, and spreadsheet software for producing reports, letters, memoranda, etc.
- H. The system **shall** have a data dictionary that controls the definition and manipulation of data and facilitates changes to data structures.
- I. The system **shall** provide customizable RDMS that are user customizable to the extent that system administrators **shall** be able to add functions to the following:
1. Program main menu and all other screens
 - a. Add additional tables
 - b. Add queries and forms
 2. Design custom reports using the following:
 - a. Crystal
 - b. Access
 - c. Excel
 - d. SRS (without customized coding requirements)

2.11 **SAMPLE COLLECTION**

System **must** allow for immediate sample login and field data collection via mobile device products before the samples arrive at laboratory (supported by Wi-Fi, 4G) or disconnected to be uploaded once back in the laboratory.

2.12 **SAMPLE SCHEDULING**

- A. LIMS **must** be able to store sample collection locations and the frequency of the various routine sample types that are to be collected from each location.

- B. LIMS **shall** be able to automatically log in routine samples including the following:
1. Weekly routine samples
 2. Samples for specified days of the week
 3. Monthly samples
 4. Yearly samples
- C. LIMS **shall** be able to master schedule the test/analyses (set up a list of tests/analyses that remain the same each time samples are submitted; this is for routine network samples that the agency receives monthly). For routine automatically logged samples, the schedule includes:
1. Weekly routine samples
 2. Specified days of the week
 3. Monthly samples
 4. Yearly samples
 5. Quarterly samples
 6. Semi-annually samples
- D. Static information for sampling sites **shall** be stored in LIMS. At a minimum, the following data elements **must** be stored:
1. Site ID
 2. Description
 3. Location
 4. Type
 5. Sample schedule
 6. Contact information
- E. Vendor **shall** provide a scheduling platform (capable of making and accepting changes), with tools for a streamlined set up.

2.13 **SAMPLE IDENTIFICATION**

- A. LIMS **shall** automatically assign unique identification codes to each sample. In the case where a sample is split or subdivided, LIMS **shall** assign and associate subsequent identification codes with the original sample. LIMS **shall** assign unique ID codes for a sample and each container associated with that sample.
- B. LIMS **shall** allow user prioritizing of samples and their subsequent subparts and splits.
- C. LIMS **shall** provide a standard format that can be duplicated and modified by an authorized user permitting various types of data to be retrieved from the database and incorporated on the label.
1. The standard label format should include room for multiple fields in addition to the bar code and be user configurable. Label data modifications **shall** include special handling procedures or safety procedures.
 2. The system **shall** provide the ability to specify the number of copies of the labels to generate, and **shall** provide a reprint option for single or multiple additional labels.

- D. LIMS **shall** allow for the printing of sample identification labels with or without bar codes and reading/writing barcode labels style 128 or 3 of 9 as well as 2D barcodes.
1. LIMS **shall** be able to generate and read bar codes for identification, utilization on labels, chain of custody documents, and data entry purposes.
 2. LIMS **shall** provide the ability to make bar code labels that can be affixed to the sample container and used to link sample data to all parts of LIMS.
 - a. LIMS **shall** provide a standard barcode format that can be duplicated and modified by an authorized user permitting various types of data to be retrieved from the database and incorporated on the label.
 - b. The barcode standard label format should include room for multiple fields besides the bar code and be user configurable.

2.14 **SAMPLE RECEIVING**

- A. When samples arrive at the laboratory, LIMS **shall** capture, at a minimum, the following receiving data:
1. Date and time of receipt
 2. Sample receiver
 3. Location of sample
 4. Date and time of sample collection
 5. Sample collector
 6. Sample identification
 7. Tests requested or test group
 8. Field test results
 9. Comments or ability for custom fields
- B. LIMS **shall** permit entry of the receiving details in multiple methods, including:
1. Simultaneously log in and receive samples into LIMS that are unexpected and/or non-routine. As an example: ADEQ expects to receive four (4) groups of routine samples, however someone shows up with unexpected samples from a spill site. Without waiting until all four (4) groups of routine samples arrive/received, ADEQ expects to log in the unexpected samples.
 2. Samples from a routine sampling event are received as a series without the user re-entering or repeating information for each sample in the series. As an example: ADEQ received 12 samples, all sampled on the same day from the same place. ADEQ can populate the field without having to type the site and date 12 times.
- C. At a minimum, LIMS **shall** store the following information:
1. Tests required
 2. Lab sample preparation
 3. Sample holding time and/or storage requirements.
 4. The information **shall** be stored in a manner in which LIMS and the user can associate these tests, procedures, and time limits with an incoming sample.

- D. Upon receipt of sample(s), LIMS **shall** assign appropriate preparation procedures and tests required for specific sample types. Authorized users **shall** be able to add or delete assigned tests.
 - 1. Authorized users **shall** be able to modify tests and procedures assigned to logged samples without modifying the standard procedures and test assignments.
 - 2. Based on sample types and tests required, LIMS **shall** associate sample-holding times with each sample based on its sampling time to produce expiration/date(s).

2.15 **SAMPLE MANAGEMENT AND TRACKING**

LIMS **must** provide a management and tracking system with the ability to track locations and requests for analyses. Said locations (or requests) **shall** have a unique identifier in LIMS.

As an example: Water districts by name and location – 9 North, 9 West. These are different locations in water district 9 and they each have several standard locations for sampling.

- A. Identifiers may contain one (1) or more samples and information common to all the samples in the request that **shall** be recorded once at the request level.
- B. In addition to the unique system-generated ID, samples **shall** be given a unique user-defined sample ID/mask depending on the sample or request type, (e.g. sample point and/or timestamp).
- C. The system **shall** notify (by email and/or text alert) the appropriate users/roles that the sample has been received based on the testing and source.
- D. Samples **shall** be linked to a particular sample type.
- E. The system **shall** allow the manual log-in of samples.
- F. The system **shall** allow for the attachment of sample related documents (e.g. PDFs, chain of custody, field notes).
- G. Sample Login identification **shall** be created automatically by LIMS scheduler and provide for the following:
 - 1. **Must** be able to accommodate various scheduling scenarios of different complexity (working days, non-holiday, days of week, monthly, weekly, and date/time) and frequency.
 - 2. **Must** have the functionality to be turned off and on by an authorized user per sample type or customer.
 - 3. **Must** provide field(s) during sample login to capture a description of the sample and any notes from sample initiation. Whether fields are mandatory or not **shall** be configurable by sample type.
 - 4. Sample status **shall** automatically progress and change as work is performed on a sample.
 - 5. **Must** uniquely identify batches and projects.
 - 6. **Must** allow for the configuration of attributes for batches or projects via the use of templates (e.g. analyst, instrument ID, requested date, due date, container, material ID, priority).
 - 7. Batch and/or project entry of metadata **shall** be allowed for the recording of attribute information once across all samples within the batch and project.
 - 8. **Must** have the ability for an authorized user to approve a batch and/or project template for use.
 - 9. **Must** have the ability for an authorized user to create, modify, retire, and copy a batch and/or project template.
 - 10. **Must** allow for the release and reporting of interim results when the test status is complete and the results have been approved within a project, batch, sample, or run.

11. **Must** have the ability to allow sample status nomenclature to be added to the system (e.g., reported, reviewed, and verified).
12. **Must** be able to hide optional fields unless expanded for viewing.
13. **Must** be able to auto-populate and/or provide drop down menus for mandatory fields as necessary.
14. **Must** allow for notifications of sample preparation requirements displayed based upon test selection.
15. Analysis methods **shall** be assigned to specific containers (NELAC Compliant).
16. Sample receipt conditions **shall** be dynamic based on type of received container.
17. Sample expiration dates that **shall** be calculated for those tests with holding times.
18. **Must** provide the ability to immediately access results when viewing a work order or sample submission detail.
19. At work order level, CRM or incidents with clients will be initiated and reviewed.
20. **Must** allow for multiple analyses with the ability to track samples by using aliquots.

2.16 **TEST/ANALYSES ADMINISTRATION**

- A. LIMS **must** provide a standard tests/analyses per sample type that provides the following:
 1. Each test or analysis/type **shall** be uniquely identified with a code by LIMS.
 2. The test identification code **shall** allow for the association of multiple test components with that test code.
 3. LIMS **must** store data regarding each component in such a way the user can indicate upon initial entry of the data which components require computer performed mathematical computations.
 4. A template that is configurable by the authorized user that **shall not** need strictly customized coding by the vendor at an additional cost.
 5. Batch and/or Project status **shall** automatically progress and change as work is performed on the batch (e.g. logged, sampled, tested, approved).
- B. LIMS **must** provide associate developed calculations with tests that automatically perform mathematical computations. LIMS **shall** allow for the development and association of mathematical routines developed by authorized users for designated test codes.
- C. LIMS **must** provide a Test Data Modification that allows for the modifications and deletions of test data by authorized users. These users **shall** be tracked by an audit trail.
- D. LIMS **must** provide test results with the ability to be entered in multiple formats such as:
 1. All results from one (1) test performed on many samples.
 2. All results from many tests performed on one (1) sample.
 3. All results from one (1) test performed on one sample.
- E. LIMS **must** provide special result values that provide for the following:
 1. Record special values such as "Not Detected", "Not Measured", "<", or "Not Applicable".
 2. Correctly handle all special result values in mathematical computations.

3. Define in advance how special result values will be handled in calculations.
 4. Enter text values into the result field.
- F. LIMS **must** provide a unique user ID that provides the ability to identify and capture data related to the following:
1. The laboratory analyst that performed the test.
 2. The user who entered the results.
 3. The user that approved the results.
- G. LIMS **shall** allow one or more tests to be assigned, or pre-assigned, to a sample or set of samples (e.g. batch or project).
- H. LIMS **must** provide the ability to uniquely identify analyses, tests, and components.
- I. LIMS **must** allow for authorized users' access to name analyses and tests.
- J. LIMS **must** allow an authorized user to create, modify, retire, and copy a test and its associated analysis.
- K. LIMS **must** provide an issuance of an alert for missing mandatory data when the analyst wants to go to the next step (e.g. calculation or verification).
- L. LIMS **must not** allow tests to be added or cancelled except by a LIMS administrator. Any audit trail data **must** remain in place.
- M. LIMS **must** link re-test to the parent sample for traceability.
- N. LIMS **must** allow for results that are to be manually entered or selected from a drop down menu for single or multiple samples (e.g. batch and/or project entry).
- O. LIMS **must** allow for sample results to be transferred to the system from an instrument and/or instrument control software (unidirectional results capture).
- P. LIMS **must** provide the ability to perform bidirectional instrument interfacing, which includes the following:
1. Sending a list of samples to test to the instrument
 2. Receiving the results
 3. Performing calculations
 4. Reviewing the data

2.17 **BENCH SHEET/WORK ASSIGNMENT**

- A. At a minimum, the LIMS **must** provide work assignment features for planning and scheduling the laboratory's workload, which takes into account such data as:
1. Sample priority
 2. Maximum valid holding time
 3. Sample age
 4. Due date
- B. LIMS **must** provide work assignment reports, which **must** be selectable by the following criteria:

1. Identical analysis type
 2. Individual analyst
 3. Individual workstation
 4. Instrument
 5. Date
- C. LIMS **must** provide the generation of available bench sheet upon request by a user and/or in a batch process, which at a minimum meets the following criteria:
1. Single and/or group selection for reprinting will be available upon request.
 2. Creation of an additional bench sheet(s) for samples received after the original bench sheets were prepared.
 3. Deletion of a sample and/or an analysis after it has been scheduled.
- D. LIMS **must** provide for bench sheet flexibility created for one (1) type of test, which associates all samples assigned to that test to a bench sheet, as well as a bench sheet for one (1) sample and all assigned tests for that sample.
- E. At a minimum, the bench sheet **must** include the following characteristics:
1. Specific analysis format
 2. Description of analysis
 3. Sample name
 4. Location
 5. Identity
 6. Sample date
 7. Analysis date
 8. Name of analyst
- F. LIMS **must** provide quality control samples, including the following:
1. Blanks
 2. Sample Duplicates
 3. Laboratory Control Spikes
 4. Matrix Spikes

2.18 **TEST RESULT MANAGEMENT**

- A. LIMS **must** allow for the entry of comments and/or coded comments, which **shall** have the ability to be inserted by users in place of, or in addition to analytical result data.
1. LIMS **must** permit the user, at the user's option, to enter an explanation in textual format to describe unusual conditions or circumstances.
 2. When test has been added to explain a test result, LIMS **shall** indicate that associated text exists.

- B. LIMS **must** support calculations based on the results of multiple analyses and perform reasonableness checks on the computed results. The number of significant digits for calculations **shall** be user definable.
- C. Results limits **shall** have the following functionality:
 - 1. Allow for test data with associated results limits.
 - 2. Allow users to enter regulatory limits such as:
 - a. Method Detection Limits (MDL)
 - b. Minimum Concentration Limits (MCL)
 - c. Associate sets of limits with each sampling location
 - 3. Each analyte in a limit set contains associated effective dates.
- D. Limits **must** be used by LIMS tracking programs to check results being entered and flag the user, during result entry, regarding adherence to the limits.
- E. LIMS **must** have the ability to specify multiple sets of limits for each sampling location.
 - 1. Each location **must** have an associated primary limit set.
 - 2. All other limit sets at a location **must** be considered as secondary limits.
- F. LIMS **must** allow for an authorized user to review test results, at a minimum, in the following methods:
 - 1. Individual test code
 - 2. Individual samples and a range of identification code(s)
 - 3. Analytical result date
 - 4. Sample collection date
 - 5. Result range
 - 6. Bench sheet
- G. LIMS **must** allow for results that are out of limits to be clearly illustrated and identified.
- H. Historical and Precision Level Comparisons **must** have the following functionality:
 - 1. LIMS **must** allow the user to read historical results for sample locations and analyses.
 - 2. Precision levels of the analytical results based on quality control results **must** be available to the user.
- I. The reviewer **shall** have the ability to indicate agreement or disagreement with the test result.
- J. The reviewer **shall** have the ability to require a re-test, which is defined as a multiple of the original performance of the test.
- K. The results from a re-test **shall** be associated with the original sample identification and test code.
- L. Should a reviewer requests that the sample be collected from the same location again to rerun the test. This new sample **must** associate with the original sample even if assigned a new sample number.
- M. Actions by the reviewer **shall** automatically update the status of samples and tests.

- N. LIMS **shall** automatically report numeric results to the number of significant figures and decimal places specified by the user.

2.19 **STATUS MONITORING**

- A. The system **shall** provide a method for monitoring the sample status throughout the sample's life cycle. Sample status codes **shall** be automatically updated as assigned tests are completed, also showing the status of any unfinished analyses for said sample.
- B. The status of tests **shall** be assigned to a specific sample identification code that has a direct bearing on the status of the sample itself, (e.g. a sample will not be indicated as complete unless all assigned tests have a status of complete).
- C. At a minimum, the system **must** provide sample status codes that **shall** monitor sample status for the following:
1. Sample expected or logged, but not received
 2. Sample received by the laboratory
 3. Sample has tests assigned that are in progress
 4. Sample has all assigned tests completed
 5. Sample results have been reviewed and verified
 6. Sample data has received formal approval from lab management
 7. A recollection of the sample has been ordered
 8. Broken sample container
 9. Custom status codes defined by the laboratory
- D. At a minimum, the system **must** monitor test and analysis status codes and **shall** provide for the following conditions:
1. Test are assigned to a bench sheet and are in progress
 2. Test are complete and results have been entered into LIMS
 3. Test results have been reviewed
 4. Test results have failed quality control
 5. Test results have exceeded specified limits
 6. Re-test has been ordered for the same sample and test
 7. Test results have associated text or limits violations
- E. Status monitoring **shall** provide a sample disposal report identifies when samples can be disposed of, as well as if samples should be disposed.
- F. Status monitoring **shall** provide customers' direct access (read only) to their data via the Internet or customer call up. The clients **shall** have a means to easily view their current and historical results.

2.20 **DATA VALIDATION**

- A. The validations of all data, including Quality Control (QC) data **shall** be completed by LIMS immediately after entry, so that warnings and reruns are indicated to the users as soon as possible. LIMS **shall** prevent the entry of clearly invalid data in key data entry fields.

- B. LIMS **shall** force peer review and have multiple levels of permissions.

2.21 QUALITY CONTROL

- A. LIMS **shall** calculate, store and retrieve Quality Assurance (QA) data such as blanks, spikes, duplicates, % recovery and QC samples, and **shall** provide a method of associating sample analysis results with a set of quality control data for specific batches.
- B. LIMS **must** provide QC calculations and graphical reports to generate precision and accuracy data by calculating standard deviation from replicate samples and QC samples.
1. LIMS **shall** construct and update QC charts using standard deviation, QC standard trending, and data validation through predefined QC criteria, historical concentration ranges, and regulatory standards.
 2. Trending capabilities **shall** include the tracking of consistent bias. QC Charts **shall** be produced and printed automatically based on a predefined trigger.
 3. Control limits sets that **shall** be defined per user, instrument, or test.

2.22 STATISTICAL ANALYSIS

- A. LIMS **shall** provide the functionality that allows for easy interface to a standard (Out of the Box) product for statistical analysis capability for historical trending and examination of LIMS data.
1. Graphics capabilities **shall** also be provided for display and reporting of statistical information.
 2. LIMS should interface with SAS's JMP Statistical Analysis software as an option.
- B. LIMS **shall** provide graphic functionality to produce a variety of charts, plots and maps. The charts must be labeled with all required information such as sample location, dates and parameters.

2.23 SAMPLE APPROVAL

LIMS **shall** allow for final approval roles which provide an authorized user to final approve all associated sample and test results data in order to complete the COC requirements and make the data available for use by other departments and in regulatory reports.

- A. LIMS **must** provide multiple approval formats that **shall** provide the functionality for the approval of sample data to be permitted by the following:
1. Individual sample identification code
 2. By test type
 3. By collection location
 4. By analytical result date
- B. Management Approval or Disapproval functionality **shall** allow a manager to approve or disapprove sample and test result information. LIMS **shall** permit the authorized user to disapprove a sample and its associated data should a portion of the data require a modification after the original approval.
- C. Once a final approval function has been completed, LIMS **shall** provide the ability to prevent any further modifications to the sample and its associated data, unless approved by a system administrator and captured by the audit trail.

2.24 CHAIN OF CUSTODY/AUDIT TRAIL

- A. LIMS **shall** generate an automated secure time-stamped audit trail recording the date and time of all entries and actions that create or modify electronic records; manual or automatic (e.g. status changes). Audit trail **shall** track the following information at a minimum:
1. Identification of the record

2. Identification of the user making the change
 3. Date and time of change
 4. Original and adjusted values
 5. Reason for the change
- B. LIMS **shall** ensure the following:
1. Ability to disable once the system has been put into production.
 2. Inability to delete or alter audit trails.
 3. Ability of system administrator to configure what level of auditing is required.
 4. Ability to generate audit reports in human readable format.
 5. Ability to archive audit trails within LIMS.
- C. Chain of Custody (COC) documents **shall** be correlated to LIMS for each sample bottle collected.
1. The chain of custody **shall** be printed in conjunction with the sample labels.
 2. Only authorized users **shall** be able to reprint chain of custody documents on request.
- D. The COC document's appearance **shall** be tailored to the specific sample.
1. The following **shall** be printed on the sample's ID COC:
 - a. Bar code
 - b. Sample location
 - c. Sample type
 - d. Preservatives required
 - e. Special instructions
 - f. Tests requested
 2. At a minimum, the COC documents **shall** include space for the following sampler information to write:
 - a. Date/time collected
 - b. Collector's name
 - c. Field test results
 - d. Comments
 - e. A minimum of two (2) signature/date lines for transferring sample custody.
 3. Only an authorized user **shall** be able to modify the format and content of the chain of custody document.
- E. LIMS **shall** provide a complete audit trail of data entry and modifications to the COC in order to maintain and verify data integrity. At a minimum, the following fields **shall** be recorded when data updates are made:

- a. Date
- b. Time
- c. Old data values
- d. Reason for modification
- e. Party responsible for modification

F. LIMS **shall** have the ability to customize specific fields to be audited anywhere in the system.

2.25 **ONLINE QUERIES**

- A. LIMS users **shall** be able to quickly and easily retrieve logically related data using Ad-Hoc Queries in an interactive environment, without the need for a detailed understanding of data storage and programming techniques. A master query function **shall** allow users to select data and arrange data grids to match their preferences.
- B. LIMS data inquiry function **shall** provide retrieval of sample data based on the following:
 - 1. Sample identification code
 - 2. Location
 - 3. Analyst name
 - 4. Date received
 - 5. Workstation or device
 - 6. Test
 - 7. Analyte
 - 8. Result values
 - 9. Sample type
 - 10. Sample status
- C. LIMS **shall** provide the user with a query tool that easily allows users to access the data selected in the database.
- D. At minimum, LIMS **shall** provide queries for the following:
 - 1. Specific sample's associated data
 - 2. All results for a specific sample collection location
 - 3. Status of samples
 - 4. Status of tests being performed
 - 5. All administrative or static data
- E. Query function **shall** have multiple output options of displaying query results on the user's workstation screen, sending them to a printer or saving them as an Excel, XML or Text (ASCII file). Saved queries **shall** be exportable through, or accessible from, ODBC drivers.
- F. Filter Queries **shall** allow for lists that contain data by any column or multiple columns.

- G. LIMS **shall** provide the user grid options ability to save settings on user grids when viewing information. These settings **must** follow the user from computer to computer. Each user can configure the data grid to match the way that they work.

2.26 **INSTALLATION SERVICES**

- A. The vendor **shall** provide all installation and startup services such as populating all LIMS data tables with the laboratory static table data that will be provided to the vendor in a MS Excel spreadsheet after contract award.
- B. Vendor **shall** load all required software on LIMS server (agency provided), client workstations, instrument, and PCs totaling approximately 35-40 systems.
- C. Vendor **must** create all necessary custom command files to automatically activate the system upon startup.
- D. Vendor **shall** convert into the new system three (3) existing "Extract, Transform and Load" (ETL) stored procedures that are currently used in ADEQ's existing LIMS. These are SQL procedures used by ADEQ's SQL Server to perform the ETL processes and **must** continue to work on the new system with full capabilities. They extract water quality data from the LIMS for use in three applications external to the LIMS.
1. The first ETL creates data that **shall** be sent to EPA's WQX database via their Exchange Network.
 2. A second ETL creates data that **shall** be presented on ADEQ's website.
 3. A third ETL creates data that **shall** be used by an in-house water quality analysis program. Copies of the current procedures may be obtained from ADEQ after contract award and the method of delivery will be electronically or as a hard copy upon request from the vendor.
- E. Vendor **shall** provide ADEQ with the following user manuals:
1. Complete hard and soft documentation for LIMS instrument interfaces which, **shall** include the following:
 - a. Installation instructions
 - b. System administration and maintenance
 - c. Technical reference
 - d. Users manuals
 - e. Any other manuals relevant to the selected LIMS application.
 2. A systematic user's manual **shall** be provided for the end users and administrators during on-site training.
 3. LIMS application software and the instrument interface manuals **shall** be provided to the users prior to installation. This includes any users and reference manuals.

SECTION 3 – CRITERIA FOR SELECTION

- **Do not provide responses to items in this section.**

3.1 TECHNICAL PROPOSAL SCORE

- A. OSP will review *Technical Proposals Packets* to verify submission Requirements have been met. *Technical Proposals Packets* that do not meet submission Requirements **shall** be disqualified and **shall not** be evaluated.
- B. An agency-appointed Evaluation Committee will evaluate and score qualifying Technical Proposals. Evaluation will be based on vendor's response to the *Information for Evaluation* section included in the *Technical Proposal Packet*. Other agencies, consultants, and experts may also examine documents at the discretion of the Agency.
- C. The *Information for Evaluation* section has been divided into sub-sections.
1. In each sub-section, items/questions have been assigned a maximum point value. The total point value for each sub-section is reflected in the table below as the Maximum Raw Score Possible.
 2. The agency has assigned Weighted Percentages to each sub-section according to its significance.

Information for Evaluation Sub-Sections	Maximum Raw Score Possible	Weighted Percentage	Maximum Weighted Score Possible
E.1 Corporate Background, LOR and Qualifications	45	1	7.0
E.2 Functionality and Capabilities	70	30	210.0
E.3 Sample Management	55	13	91.0
E.4 Data Management	30	15	105.0
E.5 QAQC	30	12	84.0
E.6 Installation and Training	35	10	70.0
E.7 Support and Maintenance	5	7	42.0
E.8 Reporting	35	10	70.0
E.9 Staffing	5	1	14.0
E.10 Financial Data	5	1	7.0
Total Technical Points	315	100%	700
Demonstration/Presentation*	5		40
GRAND TOTAL POSSIBLE POINTS	320	100%	740

- D. The vendor's weighted score for each sub-section will be determined using the following formula:

$$(A/B)*C = D$$

- A = Actual Raw Points received for sub-section in evaluation
- B = Maximum Raw Points possible for sub-section
- C = Maximum Weighted Score possible for sub-section
- D = Weighted Score received for sub-section

- E. Scores for sub-sections will be added to determine the Total Technical Score for the Proposal.

3.2 **COST SCORE**

- A. The maximum amount of cost points will be given to the vendor with the lowest one year grand total as shown in Table One (1) on the Official Bid Price Sheet. (See *Grand Total Score* for maximum points possible for cost score.)
- B. The amount of cost points given to the remaining vendors will be allocated by using the following formula:

$$(A/B)*(C) = D$$

A = Lowest Total Cost
 B = Second (third, fourth, etc.) Lowest Total Cost
 C = Maximum Points for Lowest Total Cost
 D = Total Cost Points Received

3.3 **GRAND TOTAL SCORE**

The Technical Score and Cost Score will be added together to determine the Grand Total Score for the vendor. The vendor with the highest Grand Total Score will be selected as the apparent successful vendor. See *Award Criteria*.

	Maximum Points Possible
Technical Proposal	700
Demonstrations/Presentations	40
Cost Evaluation	300
Maximum Possible Grand Total Score	1,040

*NOTE: The Agency may or may not choose to require Demonstrations/Presentations. If they choose not to, the total points possible will be reduced to 1000.

3.4 **VENDOR ACCEPTANCE OF EVALUATION TECHNIQUE**

1. The submission of a *Technical Proposal Packet* **shall** signify vendor's understanding and agreement that subjective judgments **shall** be made by the evaluation committee during the evaluation and scoring of the Technical Proposals.
2. Vendor **must** agree to all evaluation processes and procedures as defined in this section.

SECTION 4 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

4.1 PAYMENT AND INVOICE PROVISIONS

- A. All invoices **shall** be forwarded to:

Arkansas Dept. of Environmental Quality
5301 Northshore Drive
North Little Rock, AR 72118

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The vendor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>

4.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the vendor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not enter a** contract which grants to another party any remedies other than the following:
- The right to possession.
 - The right to accrued payments.
 - The right to expenses of deinstallation.
 - The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.

- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the software and pay for any destruction, loss or damage of the software while the State has such risk, when:
 - The extent of liability for such risk is based upon the purchase price of the software at the time of any loss, and
 - The contract has required the State to carry insurance for such risk.

4.3 **CONDITIONS OF CONTRACT**

- A. The vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work.
- B. The vendor **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 vendor.

4.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of vendor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The vendor **shall** retain total liability for equipment, software and technical and business or operations literature. At no time will the State be responsible for or accept liability for any vendor-owned items.
- B. The vendor's liability for damages to the State **shall** be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. Neither the vendor nor the State **shall** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall** not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the vendor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Nothing in these terms and conditions **shall** be construed or deemed as the State's waiver of its right of sovereign immunity. The vendor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

4.5 **RECORD RETENTION**

- A. The vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.
- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

4.6 **PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.

- B. The vendor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OSP **shall** have the right to approve or deny the request.

4.7 **CONFIDENTIALITY**

- A. The vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of the contract.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

4.8 **CONTRACT INTERPRETATION**

Should the State and vendor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the decision of the State **shall** be final and controlling.

4.9 **CANCELLATION**

- A. 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 vendor written notice of such cancellation 30 days prior to the date of cancellation.
- B. Upon default of a vendor, the State **shall** agree to pay only sums due for services and goods received and accepted up to cancellation of the contract.

4.10 **SEVERABILITY**

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 5 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall 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 **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* 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 **shall** have 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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
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 Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor'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 vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
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 vendor.
10. **AMENDMENTS:** Vendor's proposals 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 vendor. 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 Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **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. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** 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 vendors list or suspension of eligibility for award.
17. **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.
18. **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 *Bid Solicitation*, (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.
19. **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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency or by OSP. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State **shall** have the right to pursue any other remedy permitted by law or in equity.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

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 under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **shall 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 vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, 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.
27. **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.