





STATE OF ARKANSAS  
Department of Finance  
and Administration

OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Suite 300  
Little Rock, Arkansas 72201-4222  
Phone: (501) 324-9316  
Fax (501) 324-9311  
<http://www.arkansas.gov>

November 1, 2013

Commodity: NASPO Multistate Drug Testing Kits  
Renewal of State Contract: SP-07-0437R  
Contractor: Micro-Distributing

The Office of State Procurement and Micro-Distributing hereby mutually agree to extend the State Contract referenced above, for a period to run from December 17, 2013 through December 16, 2014. This agreement, the laws of the State of Arkansas, and state contract as shown constitutes the entire agreement of the parties. All terms and conditions as stated in the state contract as shown will be applicable during the renewal period. The price will remain firm for the contract extension period. This will be the final renewal for this contract.

  
\_\_\_\_\_  
David Wilks  
Micro-Distributing

11-4-13  
Date

  
\_\_\_\_\_  
Judy Shirley, Buyer  
Office of State Procurement

11-20-13  
Date

  
\_\_\_\_\_  
Phyllis Richey, Team Leader  
Office of State Procurement

12-2-13



# STATE OF ARKANSAS

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## Term Contract

Vendor No. 100150224  
Contact David Wilks  
Your reference SP-07-0437R

MICRO DISTRIBUTING II LTD  
620 KENNEDY COURT  
BELTON TX 76513

Contract No. 4600023652  
Date 03/29/2012

Contact Judy Shirley  
Telephone 501-324-9314  
Fax 501-324-9311

Our ref. ST  
Incoterms FOB  
FREE ON BOARD

Send Invoice To:

As stated on the Agency Purchase Order

Ship To:

Valid from: 12/17/2007

Valid to: 12/16/2014

Reference Tracking No: SP-07-0437R

Description: Drug Testing Kit(s)

Vendor Contact: David Wilks  
Phone: (254) 939-8923  
Fax: (866) 933-0964  
Email: davidw@micro-distributing.com

Contract Type: Term

THIS IS A NASPO COOPERATIVE TERM CONTRACT ISSUED BY THE STATE OF ARKANSAS. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASING ORDER TO AUTHORIZE SHIPMENT.

Contract Period: December 17, 2013 through December 16, 2014. There are no additional options for renewal. This is the final renewal for this contract.

SCOPE: This is a NASPO Cooperative TERM Contract issued by the State of Arkansas to provide Drug Testing Kit(s) through the NASPO Multi-state Agreement.

PRICING: Refer to the State of Arkansas website, <http://www.dfa.arkansas.gov/offices/procurement/contracts/Pages/default.aspx> and review the contract associated with the vendor of choice. This contract represents usage against SP-07-0437R only.

This is a firm fixed price contract. Prices may not be increased except at the end of each contract period. As new products become available additional pricing and items may be added to the Contract. Contractor warrants that

**GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:**

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Purchasing Official/Fiscal Officer

11/21/2013



STATE OF ARKANSAS

Term Contract

Vendor No. 100150224
Contact David Wilks
Your reference SP-07-0437R

Contract No. 4600023652
Date 03/29/2012
Our reference ST

prices of materials, equipment, and services, set forth herein do not exceed those charged by the contractor to any other customer pricing the same goods or services under similiar conditions and in like or similar quantities. Contract is for the indefinite delivery and indefinite quantity for the supplies/services specified.

Table with 5 columns: Item, Material/Description, Target Qty, UM, Unit Price, Amount. Row 1: 0020, 10114625 FEE, DRUG TESTING, 35,000.00, Lump Sum, 1.00, \$ 35,000.00

Estimated Net Value 35,000.00

As stated on the Agency Purchase Order

Required Delivery:

Delivery should be made within 72 hours after receipt of order. If circumstances beyond the control of the vendor causes delivery to be longer than 72 hours, the vendor shall notify teh ordering agency immediately.

Additional Contract Information: May be viewed on the State of Arkansas website.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201  
(501) 324-9316

**STATE CONTRACT AWARD EXTENSION**

THIS IS A **TERM** CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

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**BUYER: JUDY SHIRLEY (501) 324-9314      CONTRACT BID: SP-07-0437R**

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**DESCRIPTION:                      Multi-State Drug Testing Kits**  
**CONTRACT PERIOD:      December 17, 2012 through December 16, 2013 WITH OPTION TO RENEW**  
**in One (1) ONE YEAR INCREMENT OR A PORTION THEREOF.**

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**DELIVERY REQUIREMENTS:** Are as specified in the contract and upon vendor's acceptance. All terms, conditions and agreements as detailed by addendums prior to proposal opening are a legal part of this contract.

**PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.**

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**INVOICE AND DELIVERY TO:** As specified on Agency Purchase Order

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**CONTRACT AWARDS TO:**

**Alere, Inc. (formerly Inverness Med)**  
**dba: Redwood Toxicology/Instant Technologies**  
**3650 Westwind Boulevard**  
**Santa Rosa, CA 95403**  
**(800) 255-2159, Ext. 4342**  
**Contact: Sonja McIntosh**

**Micro-Distributing**  
**620 Kennedy Court**  
**Belton, Texas 76513**  
**(254) 939-8923**  
**Contact: David Wilks**

**Germaine Laboratories, Inc.**  
**11030 Wye Drive**  
**San Antonio, Texas 78217**  
**(210) 692-4192**  
**Contact: Cecilia Rodriguez**

**STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT**

**BY: \_\_\_\_\_ DATE: 11-6-12**

**ORDERING PROCEDURE:** Contractors shall furnish a toll-free telephone number and a remote on-line or Internet based order system for purposes of order placement, order inquiry and current contract pricing. The ordering system shall also display order status, product availability, and shall allow order tracking and order history.

**QUALITY:** All items must be first class quality. All items must be packaged to arrive in an undamaged and unsoiled condition. Any items received that do not meet this criteria will be returned and replaced by the contractor.

The Contractors will assign a contact person to provide assistance to the participating States and their purchasing entities. The contact person will be at a management/administrative level and have the responsibility experience, knowledge, and authority to respond to questions and solve operational problems presented by the facilities. The contact person will be empowered to serve as an advocate for the participating states. The contact person's office will be readily accessible to the purchasing entities via a toll-free phone line, fax, or e-mail during the business day. The contact person will respond to any question, problem, request, etc. within twenty-four (24) hours of request. The Office of State Procurement will reserve the right to request a replacement if contact person proves unsuitable.

**DELIVERY SCHEDULE:** The State of Arkansas requests delivery within 72 hours (orders for participating within the continuous forty-eight (48) state area) after receipt of order on routine consumable items.

Financial obligations of participating states are limited to the order placed by the department or other state agencies and institutions having available funds. Participating states incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, any resulting contract will be permissive.

**FREIGHT CHARGE INFORMATION:**

The prices offered shall be the delivered price to any ordering facility or political subdivision of a participating state within the continuous forty-eight (48) state area meeting the minimum ordering amount (see "Minimum Orders", page 4). All delivered items shall be F.O.B. destination with all transportation and handling charges paid by the Contractors. Because of the geographic location of several NASPO participants, shipping charges to Hawaii, Alaska, Puerto Rico, Virgin Islands or other remote States/regions must be negotiated separately between the vendors and State authorities. Responsibility and liability for loss or damage shall remain the Contractors until final inspection and acceptance when responsibility shall pass to the ordering facility except as to latent defects, fraud and Contractor's warranty obligations.

**Backorders will be allowed only when authorized by the ordering entity.**

The Contractors will have sufficient inventory and distribution centers/warehouse locations to assure prompt and effective delivery of standard and emergency product deliveries to all participating states and purchasing entities, regardless of their location and volume ordered. The Contractors will take every available precaution to prevent

back-orders, out-of-stock items that are necessary for the successful operation of the purchasing entities. Contractors will provide an order and delivery schedule (Monday through Friday) for the ordering agencies. Agencies will be notified at time of order placement when items cannot be shipped within 48 hours; the ordering facility reserves the right to cancel orders for those items without penalty and procure elsewhere, or agree to accept partial delivery with delivery of the remainder of the product on back-order status, accept partial delivery and/or cancel the remainder of the order or procure the product to best meet the needs of the purchasing entity. At a minimum, the Contractors should be able to complete delivery of the most frequently used/required items within 72 hours after receipt of order. The Contractors will establish an emergency ordering procedure that the facilities can utilize to secure drug testing kits by the most expeditious means available.

**DELIVERY LOCATIONS:** Deliveries may be to any State, ordering facility, purchasing entity, or political subdivision within the State of Arkansas or any state that has executed a "Participating Addendum" with the Contractors and submitted a copy to the Arkansas Office of State Procurement. Agencies will be encouraged to consolidate orders to Contractors to defray Contractor's shipping costs.

**INVOICING:** The Contractor is to send all invoices to the Agency/Department shown in the "Mail Invoice To" block on the purchase order. Contract and purchase order numbers are to be shown on all invoices. In no case are invoices to be sent to the Arkansas Office of State Procurement. Ordering facilities may, for items received and accepted, make partial payment on a purchase order.

**AGENCY CONTACT:**

**Judy Shirley**  
**Office of State Procurement**  
**PHONE: (501) 324-9316**  
**FAX: (501) 324-9311**

E-MAIL: [Judy.Shirley@dfa.state.ar.us](mailto:Judy.Shirley@dfa.state.ar.us)

NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. The procurement strategy adopted for this Invitation for Bid has been approved by the NASPO Cooperative Purchasing Committee. NASPO is comprised of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which member purchasing officials provide leadership in professional public purchasing, and improving the quality of purchasing and procurement, by exchanging information and cooperation to attain greater efficiency and economy.

The NASPO Cooperative Purchasing Drug Testing Contract is a cooperative group-contracting consortium for state government departments, institutions and political subdivisions (i.e. colleges, school districts, counties, cities, etc.) for the various states. The purpose of establishing a drug testing contract is to enable participating states and the

purchasing entities within those participating states, to join together in a cooperative multi-state contracting alliance, to achieve cost effective and efficient acquisition of quality products.

A state may elect to execute a "Participating Addendum" with the Contractors and submit a copy of the executed agreement to the Arkansas Office of State Procurement. The initial intent is to develop a drug testing kit contract for use by the following states that have submitted an Intent to Participate with NASPO: Those states: include Arkansas, Alaska, Hawaii, Louisiana, Massachusetts, Nevada, Oklahoma, South Carolina, South Dakota, and Washington.

Participation by any state, regardless of geographic location, or specific NASPO region, is permitted at any time during the term of the contract and upon any contract extensions by executing a "Participating Addendum" with the Contractors and submitting a copy to the Arkansas Office of State Procurement. Contractor must accept orders from and extend the contract prices to all participating states. The Contractors must allow qualified new state agencies, participating states facilities and political subdivisions joining the NASPO Cooperative Purchasing Drug Testing Contract to be added to the current participants list and access contract prices throughout the term of the contract. The Arkansas Office of State Procurement reserves the right to add and delete other members, states, and political subdivision facilities during the term of this contract at the request of the Participating State and/or purchasing entity.

The laws of the State of Arkansas in accordance with the Uniform Commercial Code (UCC) as adopted by the State of Arkansas shall govern this procurement and any resulting contract. The laws of each participating state shall govern for purchases made by each respective participating state. A copy of the State of Arkansas Procurement Law and Regulations can be found at:

[www.state.ar.us/dfa/purchasing](http://www.state.ar.us/dfa/purchasing)

## REPORTS :

**QUARTERLY REPORTS:** Not later than 15 business days after the close of each contract calendar quarter the Contractor will furnish to the Arkansas Office of State Procurement reports indicating procurement activity of all purchasing activities by State and purchasing entity. These reports will include, at a minimum, a listing of all items purchased during the quarter, the item number and description, the unit prices, and the total dollar amount procured by each State and each State's purchasing entity. The Contractor's quarterly report shall include the names of the accounts with complete addresses noted and corresponding account numbers. Contractor may be required to establish and maintain a relational database or other sales tracking system from which to generate quarterly reports to the Arkansas Office of State Procurement electronically.

**THE CONTRACTORS WILL PROVIDE THE REPORTS AND ADMINISTRATIVE FEE PROMPTLY WITHIN THIRTY (30) DAYS FOLLOWING THE END OF EACH QUARTER. FAILURE TO DO SO MAY**

**RESULT IN BREACH OF CONTRACT AND MAY BE CAUSE FOR CANCELLATION OF CONTRACT FOR DEFAULT.**

Quarterly reports are to be sent to the following:

**Arkansas Office of State Procurement  
1509 West 7<sup>th</sup> Street, Room 300  
Little Rock, AR 72201  
E-mail Address: [judy.shirley@dfa.state.ar.us](mailto:judy.shirley@dfa.state.ar.us)**

Administrative Service Fee of 0.1% of total sales for the previous quarter will be sent to the following:

**Lee Ann Pope  
NASPO Cooperative Purchasing Venture Revolving Fund  
Direct Deposit Account to Be Established**

**THE ADMINISTRATIVE FEE MUST BE SUBMITTED AND PAID WITHIN 30 DAYS AFTER THE END OF EACH QUARTER.**

**NOTE: FAILURE OF THE CONTRACTORS TO SUBMIT QUARTERLY USAGE REPORTS TO THE ARKANSAS OFFICE OF STATE PROCUREMENT, AND/OR FAILURE TO REMIT ADMINISTRATIVE FEE TO THE "NASPO COOPERATIVE PURCHASING VENTURE REVOLVING FUND" ON A QUARTERLY BASIS MAY BE CONSIDERED CONTRACT DEFAULT. FAILURE TO SUBMIT REMITTANCE OF EITHER ARTICLE WITHIN THIRTY- (30) DAYS AFTER THE END OF EACH QUARTER MAY BE CAUSE FOR CONTRACT CANCELLATION BY THE ARKANSAS OFFICE OF STATE PROCUREMENT.**

The Contractor shall pay the administration fee in accordance with the Terms and Conditions of this contract. The NASPO Board of Directors and the NASPO Cooperative Purchasing Committee approved the administration fee. **The administration fee is not negotiable.** Some States may require an additional fee be paid directly to the participating States on purchases made by the purchasing entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in the "**Participating Addendum**" that is made a part of the contract. **All such agreements shall have no effect on the administrative fees or prices associated with the resulting primary contract.**

PROPOSAL PRICING SHEET

ALL PRODUCTS SHIPPED MUST BE OF MOST CURRENT MANUFACTURE,  
DESIGN, AND VERSION AVAILABLE AT TIME OF ORDER PLACEMENT,  
UNLESS OTHERWISE INDICATED BY ORDERING FACILITY

Group 1: MULTI-DRUG TESTING (MDT) INTEGRATED CUP

1. \$ 2.50 PRICE PER EACH INITIAL (5 Panel) MDT INTEGRATED CUP.
- \$ 2.75 PRICE PER EACH INITIAL (6 Panel) MDT INTEGRATED CUP.
- \$ 3.00 PRICE PER EACH INITIAL (7 Panel) MDT INTEGRATED CUP.
- \$ 3.20 PRICE PER EACH INITIAL (8 Panel) MDT INTEGRATED CUP.
- \$ 3.45 PRICE PER EACH INITIAL (9 Panel) MDT INTEGRATED CUP.
- \$ 3.55 PRICE PER EACH INITIAL (10 Panel) MDT INTEGRATED CUP.

GROUP 1 TOTAL: \$ 18.45

GROUP 3: DRUG TESTING STICK (PANEL ENCASED)

1. \$ .37 PRICE PER SINGLE PANEL (ENCASED) DRUG TESTING STICK.
- \$ .74 PRICE PER (2 PANEL ENCASED) DRUG TESTING STICK.
- \$ .96 PRICE PER (3 PANEL ENCASED) DRUG TESTING STICK.
- \$ 1.25 PRICE PER (4 PANEL ENCASED) DRUG TESTING STICK.
- \$ 1.54 PRICE PER (5 PANEL ENCASED) DRUG TESTING STICK.

GROUP 3 TOTAL: \$ 4.86

**GROUP 4: MULTI-DRUG TESTING CARD (MDT)**

1. \$ 1.54 PRICE PER EACH INITIAL (5 PANEL) MDT CARD.
- \$ 1.80 PRICE PER EACH INITIAL (6 PANEL) MDT CARD.
- \$ 2.10 PRICE PER EACH INITIAL (7 PANEL) MDT CARD.
- \$ 2.38 PRICE PER EACH INITIAL (8 PANEL) MDT CARD.
- \$ 2.67 PRICE PER EACH INITIAL (9 PANEL) MDT CARD.
- \$ 2.95 PRICE PER EACH INITIAL (10 PANEL) MDT CARD.

**GROUP 4 TOTAL: \$ 13.44**

**ITEM SPECIFICATIONS – GROUP 1 (MULTI-DRUG TESTING CUP)**

**Cup Design Requirements:**

The five to ten (5 – 10) panel drug cup must be capable of detecting drugs simultaneously as denoted by the choice of panel purchased. A standard six (6) panel cup is represented by the first six (6) drugs listed below. Custom Configurations may require additional time to manufacturer. Listed cut off levels must meet those indicated below:

1. THC	50	ng/ml	7. PCP	25	ng/ml
2. OPIATES	300	ng/ml	8. Benzodiazepines	300	ng/ml
3. AMPHETAMINES	1000	ng/ml	9. Methadone	300	ng/ml
4. METHAMPHETAMINE	1000	ng/ml	10. Tricyclic	1000	ng/ml
5. COCAINE	300	ng/ml	11. Ecstasy	1000	ng/ml
6. BARBITUATES	300	ng/ml	12. Propoxyphene	300	ng/ml

- a. Fully integrated, without a separate testing device
- b. Must test for multiple drugs
- c. No other manipulation, pouring, tipping, turning, tilting, inserting and turning a key, test card pipette, dropper or dipper required
- d. Cup must be able to detect drugs simultaneously
- e. The State requires panel cup as outlined in Section III
- f. The State reserves right to change screens at no additional cost
- g. Cup must be of clear plastic with a screw top lip
- h. Cup will not leak during air/ground shipping
- i. Cup's mount 2 ¼" diameter and at least 3" high

- j. Cup must have minimum fill line/mark at least 30 ml clearly displayed on the outside of the cup
- k. Cup must have temperature label installed horizontally at the most bottom portion of the cup which provides color coded indication for temperatures ranging from 90F/32C to 100F/38C in 1 or 2 degree increments
- l. The test panel results must be covered by a label
- m. The test results must appear within five minutes and remain stable up to a minimum of 30 minutes
- n. Cup must be FDA approved for commercial distribution with an active 510K notification document
- o. Contractor will provide, at their expense, the following samples upon request (prior to award):
  - a. Shipping bag
  - b. Shipping container that will hold 2 specimen cups
  - c. Chain of custody

**II. Supplies/Report Forms:**

- a. Each sterile on-site cup will be provided in a seal bag with lot number, expiration date, drugs cut-off levels (sensitivity of test)
- b. Cup must have a desiccant that maintains relative humidity per manufacturers specifications
- c. Instructions for use must be printed on the cups on the outside of the sealed bag
- d. Product must have a shelf life of 12 months from date of delivery
- e. Contractor to provide clear sealable shipping bags and sturdy cardboard shipping containers for shipping positive results for lab confirmation
- f. Contractor will provide for each single donor cup a preprinted chain of custody with specimen ID not to exceed 10 characters and a self adhesive peel off label with matching specimen ID number (long enough to seal the lid of the cup)
- g. Label must have line to enter collection time, date and client's initials, and two additional smaller self adhesive peel off labels with matching specimen ID
- h. The supplied chain of custody form will consist of two (2) self carbonized parts (original and copy)
- i. The client's identity must be blocked out on the copy (Client's name, identification number, and (certification/signature)
- j. Urine collection procedures must be printed on the custody form

**ITEM SPECIFICATIONS -GROUP 2, 3, AND 4**

**DRUG TESTING PANEL (WICK), DRUG TESTING STICK, AND MULTI-  
DRUG TESTING CARD**

The contractor must also have, as an available option, a Single Adulteration Panel (Wick), a Drug Testing Stick, and a Multi-Drug Testing Card to be purchased as needed.

- a. To prevent leaching, each drug test (one drug per strip) must be in its own individual test strip chamber/channel and have its own test control and test result lines. Drug Testing Stick and Multi-Drug Testing Card must also maintain these requirements
- b. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must have customized configurations available
- c. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must have built in procedural control.
- d. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must be able to dip and read, if applicable to application
- e. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must have control line indicator.
- f. Multi-Testing Kits, Test Panels (Wicks), Drug Testing Sticks, and Multi-Drug Testing Card must be FDA 510 (k) cleared to market specifications with NIDA flexible cut-off levels according to SAMSHA guide lines
- g. The on-site Test Panels (Wicks), Test Sticks and Multi-Drug Testing Cards must have an accuracy rate of at least 97% as compared to GC/MS results and documentation must be provided with proposal
- h. The accuracy rate must not change due to collection site elevation/altitude or humidity levels
- i. The Contractor must provide a list of drugs that will not be detected and will not produce a positive result for the category of drugs specified above-lists to be provided with proposal
- j. The Test Panels (Wicks), Test Sticks, and Multi-Drug Testing Cards must be sized accordingly to function properly with the specifications of the Drug Testing Cup Kits as referenced in group five (5)
- k. Drug Testing Sticks, and Multi-Drug Testing Card must have panel encasement
- l. Drug Testing results must appear within a five minute (5) time span. With stabilized results for thirty (30) minutes.

#### STANDARD TERMS AND CONDITIONS

1. GENERAL: Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. ACCEPTANCE AND REJECTION: The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. BID SUBMISSION: Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid

must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned

after reasonable examination.

9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contracts:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.  
**Firm Contracts:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or

suspension of eligibility for award.

18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining

compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201  
(501) 324-9316

**STATE CONTRACT AWARD EXTENSION**

THIS IS A **TERM** CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

=====

**BUYER: JUDY SHIRLEY (501) 324-9314      CONTRACT BID: SP-07-0437R**

=====

**DESCRIPTION:                      Multi-State Drug Testing Kits**  
**CONTRACT PERIOD:              December 17, 2011 through December 16, 2012 WITH OPTION TO RENEW**  
**in Two (2) ONE YEAR INCREMENTS OR A PORTION THEREOF.**

=====

**DELIVERY REQUIREMENTS:** Are as specified in the contract and upon vendor's acceptance. All terms, conditions and agreements as detailed by addendums prior to proposal opening are a legal part of this contract.

**PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.**

=====

**INVOICE AND DELIVERY TO:** As specified on Agency Purchase Order

**CONTRACT AWARDS TO:**

Alere, Inc. (formerly Inverness Med)  
dba: Redwood Toxicology/Instant Technologies  
3650 Westwind Boulevard  
Santa Rosa, CA 95403  
(800) 255-2159  
Contact: Sonja McIntosh

Micro-Distributing  
620 Kennedy Court  
Belton, Texas 76513  
(254) 939-8923  
Contact: David Wilks

Germaine Laboratories, Inc.  
11030 Wye Drive  
San Antonio, Texas 78217  
(210) 692-4192  
Contact: Cecilia Rodriguez

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: \_\_\_\_\_



DATE: \_\_\_\_\_

12-06-11

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201  
(501) 324-9316

**STATE CONTRACT AWARD EXTENSION**

THIS IS A **TERM** CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

=====

**BUYER: JUDY SHIRLEY (501) 324-9314      CONTRACT BID: SP-07-0437R**

=====

**DESCRIPTION:                      Multi-State Drug Testing Kits**  
**CONTRACT PERIOD:      December 17, 2010 through December 16, 2011 WITH OPTION TO RENEW**  
**IN Three (3) ONE YEAR INCREMENTS OR A PORTION THEREOF.**

=====

**DELIVERY REQUIREMENTS:** Are as specified in the contract and upon vendor's acceptance. All terms, conditions and agreements as detailed by addendums prior to proposal opening are a legal part of this contract.

**PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.**

=====

**INVOICE AND DELIVERY TO:** As specified on Agency Purchase Order

**CONTRACT AWARDS TO:**

**Alere, Inc. (formerly Inverness Med)**  
**dba: Redwood Toxicology/Instant Technologies**  
**3650 Westwind Boulevard**  
**Santa Rosa, CA 95403**  
**(800) 255-2159**  
**Contact: Mary Tardel**

**Micro-Distributing**  
**620 Kennedy Court**  
**Belton, Texas 76513**  
**(254) 939-8923**  
**Contact: David Wilks**

**Germaine Laboratories, Inc.**  
**11030 Wye Drive**  
**San Antonio, Texas 78217**  
**(210) 692-4192**  
**Contact: Cecilia Rodriguez**

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY:       DATE: 12.06.10

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300 72201-3966  
Little Rock, Arkansas  
(501) 324-9316

**STATE CONTRACT AWARD EXTENSION**

THIS IS THE SECOND (2) OF SIX (6) EXTENSION OPTIONS. THIS CONTRACT EXTENDS ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE ORIGINAL REQUEST FOR QUOTATION AND CONTRACT.

**BUYER:** Judy Shirley

**CONTRACT/BID NO:** SP-07-0437R

**DESCRIPTION:** Multi-State Drug Testing Kits

**CONTRACT PERIOD:** December 17, 2009 through December 16, 2010 WITH OPTION TO RENEW IN FOUR (4) YEAR INCREMENTS OR A PORTION THEREOF.

**DELIVERY REQUIREMENTS:** As specified in the contract and upon vendor's acceptance. All terms, conditions and agreements as detailed by addendums prior to proposal opening are a legal part of this contract.

**PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.**

**CONTRACT AWARDS TO:**

**Inverness Medical Innovation, Inc.**

dba: Redwood Toxicology/Instant Technologies, Inc.  
3650 Westwind Boulevard  
Santa Rosa, CA 95403  
(800) 255-2159  
Contact: Mary Tardel

**Micro-Distributing**

620 Kennedy Court  
Belton, Texas 76513  
(254) 939-8923  
Contact: David Wilks

**Germaine Laboratories, Inc.**

11030 Wye Drive  
San Antonio, Texas 78217  
(210) 692-4192  
Contact: Melissa Hernandez

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY:



DATE:

12-14-09

**PARTICIPATING ADDENDUM**  
Multi-State Drug Testing Kit(s)

**Inverness Medical Innovations, Inc. dba**  
**Redwood Toxicology Instant Technologies**

Contract #: SP-07-0437R

1. **Scope:** All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase products and services under the terms and conditions of this price agreement.
2. **Changes:** Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at a rate of one half of one percent per month in accordance with Arkansas Code Annotated § 19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

Records relevant to Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of five years from the date of acceptance of the purchase order.

The State of Arkansas recognizes all Addendums attached to the original contract.

This agreement shall be governed by the laws of the State of Arkansas.

3. **Primary Contact:** The primary "Participating Entity" contact for this participating addendum is as follows:

Name:	Judy Shirley
Title:	Buyer III
Address:	1509 W. 7 <sup>th</sup> Street, 3 <sup>rd</sup> Floor
City, State, Zip:	Little Rock, Arkansas 72201
Telephone:	501.324.9316
Fax:	501.324.9311
Email:	judy.shirley@dfa.state.ar.us

**Primary Contractor Contact:** The primary Contractor contact individual for this Participating Addendum is as follows:

Name:	Mary Tardel
Address:	Inverness Medical Innovations, Inc., dba: Redwood Toxicology/Instant Technologies
City, State, Zip:	3650 Westwind Blvd, Santa Rosa, CA 95403
Telephone:	800.255.2159 x 4359 Direct: (707) 570-4359
Fax:	(707) 636-2809
E-Mail:	mtardel@redwoodtoxicology.com

This Addendum and the Contract set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Contract shall not be added to or incorporated into this Addendum or the Contract by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Contract shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

STATE OF ARKANSAS

Vendor: Inverness Medical Innovations, Inc.,  
dba: Redwood Toxicology/Instant  
Technologies

Signed: Robin Rogers

Signed: Albert Berger

Printed Name: Robin Rogers

Printed Name: Albert Berger

Title: Deputy Director, DSP

Title: General Manager

Date: 6/26/09

Date: June 4, 2009

May 14, 2009

Ms. Judy Shirley  
Buyer III  
Arkansas Office of State Procurement  
1509 West Seventh Street  
Room 300  
Little Rock, Arkansas 72201-4222

Re: Contract Number SP-07-0437R

Dear Ms. Shirley:

Chuck Rudy is no longer the contact person for Contract Number SP-07-0437R. Going forward, please reference Mary Tardel as the contact person on all future addendums, participating agreements and items relating to this contract. All addendums and participating agreements will be signed by me. Barry Chapman, CFO is also authorized to sign on behalf of Inverness Medical Innovations, Inc. dba Redwood Toxicology/Instant Technologies.

Ms. Tardel's contact information is:

Mary Tardel  
Government Sales Manager  
Redwood Toxicology Laboratory, Inc.  
3650 Westwind Blvd.  
Santa Rosa, CA 95403-1066  
(800) 255-2159 x4359  
(707) 636-2809 – fax  
[mtardel@redwoodtoxicology.com](mailto:mtardel@redwoodtoxicology.com)

Please contact me with any questions at (800) 255-2159, ext. 4343.

Sincerely,

  
Albert Berger  
General Manager

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300  
Little Rock, Arkansas 72201  
(501) 324-9316

**STATE CONTRACT AWARD EXTENSION**

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=====

**BUYER: JUDY SHIRLEY (501) 324-9314      CONTRACT BID: SP-07-0437R**

=====

**DESCRIPTION:                      Multi-State Drug Testing Kits**  
**CONTRACT PERIOD:              December 17, 2008 through December 16, 2009 WITH OPTION TO RENEW**  
**IN FIVE (5) ONE YEAR INCREMENTS OR A PORTION THEREOF.**

=====

**DELIVERY REQUIREMENTS:** Are as specified in the contract and upon vendor's acceptance. All terms, conditions and agreements as detailed by addendums prior to proposal opening are a legal part of this contract.

**PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.**

=====

**INVOICE AND DELIVERY TO:** As specified on Agency Purchase Order

**CONTRACT AWARDS TO:**

Inverness Medical Innovations, Inc.  
dba: Redwood Toxicology/Instant Technologies  
883 Norfolk Square  
Norfolk, VA 23502  
(800) 340-4029  
Contact: Chuck Rudy

Micro-Distributing  
620 Kennedy Court  
Belton, Texas 76513  
(254) 939-8923  
Contact: David Wilks

Germaine Laboratories, Inc.  
11030 Wye Drive  
San Antonio, Texas 78217  
(210) 692-4192  
Contact: Melissa Hernandez

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY:       DATE: 12-10-08



STATE OF ARKANSAS  
**Department of Finance  
and Administration**

**OFFICE OF STATE PROCUREMENT**

1509 West Seventh Street, Suite 300  
Little Rock, Arkansas 72201-4222  
Phone: (501) 324-9316  
Fax (501) 324-9311  
<http://www.arkansas.gov>

December 10, 2008

Reference: SP-07-0437R Drug Testing Kits  
Germaine Laboratories, Inc.

The original collection cup that was awarded on contract #SP-07-0437R Drug Testing Kits has been discontinued. Germaine Laboratories, Inc. has proposed an equal product at the original bid price. The new item is as follows:

#10113, 90 ml Flip-Top Collection Container

Thank you.

A handwritten signature in cursive script that reads "Judy Shirley".

Judy Shirley, Buyer III  
Office of State Procurement  
(501) 324-9314



STATE OF ARKANSAS  
**Department of Finance  
 and Administration**

**OFFICE OF STATE PROCUREMENT**  
 1509 West Seventh Street, Suite 300  
 Little Rock, Arkansas 72201-4222  
 Phone: (501) 324-9316  
 Fax (501) 324-9311  
<http://www.arkansas.gov>

November 10, 2008

Commodity: NASPO MULTISTATE DRUG TESTING KITS

Renewal of State Contract: SP-07-0437R

Contractor: Instant Technologies

The Office of State Procurement and Inverness Medical Innovations dba Redwood Toxicology Laboratory, Inc./Instant Technologies, Inc. hereby mutually agree to extend the State contract referenced above, for a period to run from December 17, 2008 through December 16, 2009. This agreement, the laws of the State of Arkansas, and state contract as shown constitutes the entire agreement of the parties. All terms and conditions as stated in the state contract as shown will be applicable during the renewal period. The price will remain firm for the contract extension period.

  
 \_\_\_\_\_  
 Sanjay Malkani, VP  
 Inverness Medical Innovations

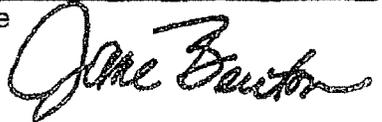
11/24/08  
 \_\_\_\_\_  
 Date

  
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 Sanjay Malkani, President  
 Instant Technologies

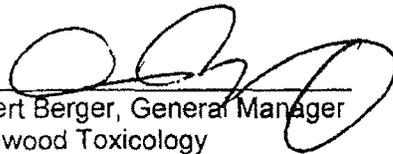
11/24/08  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Judy Shirley, Buyer III  
 Office of State Procurement

12-10-08  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Jane Benton, Administrator  
 Office of State Procurement

12-10-08  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Albert Berger, General Manager  
 Redwood Toxicology

November 24, 2008  
 \_\_\_\_\_  
 Date

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300 72201-4222  
Little Rock, Arkansas  
Phone: (501) 324-9316

CONTRACT AWARD

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR PROPOSAL ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR PROPOSAL.

BUYER: JUDY SHIRLEY CONTRACT/BID NO.: SP-07-0437R

DESCRIPTION: MULTI-STATE DRUG TESTING KIT(S) - SP-07-0437R

CONTRACT PERIOD: DECEMBER 17, 2007 - DECEMBER 16, 2008

DELIVERY REQUIREMENTS: ROUTINE ITEMS DELIVERY WITHIN 72 HOURS ARO

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE AND DELIVER TO: AS SPECIFIED ON AGENCY PURCHASE ORDER.

**CONTRACT AWARD TO:** VENDOR NO: 100149869

INSTANT TECHNOLOGIES  
883 Norfolk Square  
Norfolk, VA 27502-3209

- (Group 1: Multi-Drug Testing Integrated Cup)
- (Group 3: Drug Testing Stick)
- (Group 4: Multi-Drug Testing Card)

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: Joseph A. Diddio DATE: 12-17-07

State of Arkansas  
OFFICE OF STATE PROCUREMENT  
1509 West Seventh Street, Room 300 72201-4222  
Little Rock, Arkansas  
Phone: (501) 324-9316

CONTRACT AWARD

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BUYER: JUDY SHIRLEY

CONTRACT/BID NO.: SP-07-0437R

DESCRIPTION: MULTI-STATE DRUG TESTING KIT(S) - SP-07-0437R

CONTRACT PERIOD: DECEMBER 17, 2007 – DECEMBER 16, 2008

DELIVERY REQUIREMENTS: ROUTINE ITEMS DELIVERY WITHIN 72 HOURS ARO

PRICES ARE F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE SPECIFIED.

INVOICE AND DELIVER TO: AS SPECIFIED ON AGENCY PURCHASE ORDER.

**CONTRACT AWARD TO:**

**VENDOR NO: 100149869**

INSTANT TECHNOLOGIES  
883 Norfolk Square  
Norfolk, VA 27502-3209

(Group 1: Multi-Drug Testing Integrated Cup)

(Group 3: Drug Testing Stick)

(Group 4: Multi-Drug Testing Card)

STATE OF ARKANSAS OFFICE OF STATE PROCUREMENT

BY: \_\_\_\_\_

*Joseph A. Bidello*

DATE: \_\_\_\_\_

*12-17-07*

**SCOPE:** The Contractor will provide drug testing kits for Participating States and cooperative purchasing participants at the price established in this contract. At no time shall the ordering entity pay more than the price indicated in the contract. This contract does not include Laboratory Analysis or Laboratory Services Fees. This contract is for drug testing product only.

**AWARDING INSTRUCTIONS:** This Invitation for Bid will be **awarded BY GROUP TOTALS** to the lowest responsible responsive bidder. Vendors may bid any or all items, as they desire. However, ALL items within a group must be bid in order to be considered.

**CONTRACT TYPE:** Term

**CONTRACT PERIOD:** Any contract awarded from the offering of these specifications will be subject to, after the original one year term, an option to renew for six (6) additional one-year periods or a portion thereof. Any extension must be mutually agreed upon by the Office of State Procurement and the contractor. The Office of State Procurement will notify the contractor before expiration of this contract if an extension is requested.

**PRICE CHANGE CLAUSE:** Prices must remain firm for the initial contract period. For any extension period, in the event a price increase is required due to the increase of Labor/Material (not inclusive of profit margin), with proper documentation, The Office of State Procurement will consider the request. The Arkansas Office of State Procurement reserves the right to accept or reject any price increases proposed and may elect to not renew a Contractor's portion of the contract in the event the prices proposed are not acceptable to the Arkansas Office of State Procurement.

Prices decreases will be accepted any time during the term of the contract.

**MINIMUM ORDERS:** A minimum of \$50.00 per order(s) must be acceptable to contractors. Shipping charges are to be included in that minimum dollar amount. Less than \$50.00 order(s) will not include shipping with shipping total(s) acknowledged at time of order(s) by contractor to the purchasing entity.

**VENDOR RESPONSIBILITIES:** Contractors must supply at the time of bid submission or prior to contract award:

- (1) Established experience with regards to years of operation of business.
- (2) Technical approach provided to maintain the highest levels of business integrity.
- (3) The logistics management approach to shipping nationwide locations.
- (4) Ordering procedures through on-line and/or electronic commerce along with the reporting of purchases on a quarterly basis.
- (5) Customer Service quality assurance procedures.

**SAMPLES:** Prior to contract award, samples of items bid may be requested by Arkansas Office of State Procurement for evaluation. The responsibility and expense will be that of the bidder. Requested samples must be provided within five (5) days of receipt of request.

**ORDERING PROCEDURE:** Contractors shall furnish a toll-free telephone number and a remote on-line or Internet based order system for purposes of order placement, order inquiry and current contract pricing. The ordering system shall also display order status, product availability, and shall allow order tracking and order history.

**QUALITY:** All items must be first class quality. All items must be packaged to arrive in an undamaged and unsoiled condition. Any items received that do not meet this criteria will be returned and replaced by the contractor.

The Contractors will assign a contact person to provide assistance to the participating States and their purchasing entities. The contact person will be at a management/administrative level and have the responsibility experience, knowledge, and authority to respond to questions and solve operational problems presented by the facilities. The contact person will be empowered to serve as an advocate for the participating states. The contact person's office will be readily accessible to the purchasing entities via a toll-free phone line, fax, or e-mail during the business day. The contact person will respond to any question, problem, request, etc. within twenty-four (24) hours of request. The Office of State Procurement will reserve the right to request a replacement if contact person proves unsuitable.

**DELIVERY SCHEDULE:** The State of Arkansas requests delivery within 72 hours (orders for participating within the continuous forty-eight (48) state area) after receipt of order on routine consumable items.

Financial obligations of participating states are limited to the order placed by the department or other state agencies and institutions having available funds. Participating states incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, any resulting contract will be permissive.

**FREIGHT CHARGE INFORMATION:**

The prices offered shall be the delivered price to any ordering facility or political subdivision of a participating state within the continuous forty-eight (48) state area meeting the minimum ordering amount (see "Minimum Orders", page 4). All delivered items shall be F.O.B. destination with all transportation and handling charges paid by the Contractors. Because of the geographic location of several NASPO participants, shipping charges to Hawaii, Alaska, Puerto Rico, Virgin Islands or other remote States/regions must be negotiated separately between the vendors and State authorities. Responsibility and liability for loss or damage shall remain the Contractors until final inspection and acceptance when responsibility shall pass to the ordering facility except as to latent defects, fraud and Contractor's warranty obligations.

**Backorders will be allowed only when authorized by the ordering entity.**

The Contractors will have sufficient inventory and distribution centers/warehouse locations to assure prompt and effective delivery of standard and emergency product deliveries to all participating states and purchasing entities, regardless of their location and volume ordered. The Contractors will take every available precaution to prevent

back-orders, out-of-stock items that are necessary for the successful operation of the purchasing entities. Contractors will provide an order and delivery schedule (Monday through Friday) for the ordering agencies. Agencies will be notified at time of order placement when items cannot be shipped within 48 hours; the ordering facility reserves the right to cancel orders for those items without penalty and procure elsewhere, or agree to accept partial delivery with delivery of the remainder of the product on back-order status, accept partial delivery and/or cancel the remainder of the order or procure the product to best meet the needs of the purchasing entity. At a minimum, the Contractors should be able to complete delivery of the most frequently used/required items within 72 hours after receipt of order. The Contractors will establish an emergency ordering procedure that the facilities can utilize to secure drug testing kits by the most expeditious means available.

**DELIVERY LOCATIONS:** Deliveries may be to any State, ordering facility, purchasing entity, or political subdivision within the State of Arkansas or any state that has executed a “Participating Addendum” with the Contractors and submitted a copy to the Arkansas Office of State Procurement. Agencies will be encouraged to consolidate orders to Contractors to defray Contractor’s shipping costs.

**INVOICING:** The Contractor is to send all invoices to the Agency/Department shown in the “Mail Invoice To” block on the purchase order. Contract and purchase order numbers are to be shown on all invoices. In no case are invoices to be sent to the Arkansas Office of State Procurement. Ordering facilities may, for items received and accepted, make partial payment on a purchase order.

**AGENCY CONTACT:** **Judy Shirley**  
**Office of State Procurement**  
**PHONE: (501) 324-9316**  
**FAX: (501) 324-9311**

E-MAIL: [Judy.Shirley@dfa.state.ar.us](mailto:Judy.Shirley@dfa.state.ar.us)

NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. The procurement strategy adopted for this Invitation for Bid has been approved by the NASPO Cooperative Purchasing Committee. NASPO is comprised of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which member purchasing officials provide leadership in professional public purchasing, and improving the quality of purchasing and procurement, by exchanging information and cooperation to attain greater efficiency and economy.

The NASPO Cooperative Purchasing Drug Testing Contract is a cooperative group-contracting consortium for state government departments, institutions and political subdivisions (i.e. colleges, school districts, counties, cities, etc.) for the various states. The purpose of establishing a drug testing contract is to enable participating states and the

purchasing entities within those participating states, to join together in a cooperative multi-state contracting alliance, to achieve cost effective and efficient acquisition of quality products.

A state may elect to execute a “Participating Addendum” with the Contractors and submit a copy of the executed agreement to the Arkansas Office of State Procurement. The initial intent is to develop a drug testing kit contract for use by the following states that have submitted an Intent to Participate with NASPO: Those states: include Arkansas, Alaska, Hawaii, Louisiana, Massachusetts, Nevada, Oklahoma, South Carolina, South Dakota, and Washington.

Participation by any state, regardless of geographic location, or specific NASPO region, is permitted at any time during the term of the contract and upon any contract extensions by executing a “Participating Addendum” with the Contractors and submitting a copy to the Arkansas Office of State Procurement. Contractor must accept orders from and extend the contract prices to all participating states. The Contractors must allow qualified new state agencies, participating states facilities and political subdivisions joining the NASPO Cooperative Purchasing Drug Testing Contract to be added to the current participants list and access contract prices throughout the term of the contract. The Arkansas Office of State Procurement reserves the right to add and delete other members, states, and political subdivision facilities during the term of this contract at the request of the Participating State and/or purchasing entity.

The laws of the State of Arkansas in accordance with the Uniform Commercial Code (UCC) as adopted by the State of Arkansas shall govern this procurement and any resulting contract. The laws of each participating state shall govern for purchases made by each respective participating state. A copy of the State of Arkansas Procurement Law and Regulations can be found at:

[www.state.ar.us/dfa/purchasing](http://www.state.ar.us/dfa/purchasing)

## **REPORTS :**

**QUARTERLY REPORTS:** Not later than 15 business days after the close of each contract calendar quarter the Contractor will furnish to the Arkansas Office of State Procurement reports indicating procurement activity of all purchasing activities by State and purchasing entity. These reports will include, at a minimum, a listing of all items purchased during the quarter, the item number and description, the unit prices, and the total dollar amount procured by each State and each State’s purchasing entity. The Contractor’s quarterly report shall include the names of the accounts with complete addresses noted and corresponding account numbers. Contractor may be required to establish and maintain a relational database or other sales tracking system from which to generate quarterly reports to the Arkansas Office of State Procurement electronically.

**THE CONTRACTORS WILL PROVIDE THE REPORTS AND ADMINISTRATIVE FEE PROMPTLY WITHIN THIRTY (30) DAYS FOLLOWING THE END OF EACH QUARTER. FAILURE TO DO SO MAY**

**RESULT IN BREACH OF CONTRACT AND MAY BE CAUSE FOR CANCELLATION OF CONTRACT FOR DEFAULT.**

Quarterly reports are to be sent to the following:

**Arkansas Office of State Procurement  
1509 West 7<sup>th</sup> Street, Room 300  
Little Rock, AR 72201  
E-mail Address: judy.shirley@dfa.state.ar.us**

Administrative Service Fee of 0.1% of total sales for the previous quarter will be sent to the following:

**Lee Ann Pope  
NASPO Cooperative Purchasing Venture Revolving Fund  
Direct Deposit Account to Be Established**

**THE ADMINISTRATIVE FEE MUST BE SUBMITTED AND PAID WITHIN 30 DAYS AFTER THE END OF EACH QUARTER.**

**NOTE: FAILURE OF THE CONTRACTORS TO SUBMIT QUARTERLY USAGE REPORTS TO THE ARKANSAS OFFICE OF STATE PROCUREMENT, AND/OR FAILURE TO REMIT ADMINISTRATIVE FEE TO THE "NASPO COOPERATIVE PURCHASING VENTURE REVOLVING FUND" ON A QUARTERLY BASIS MAY BE CONSIDERED CONTRACT DEFAULT. FAILURE TO SUBMIT REMITTANCE OF EITHER ARTICLE WITHIN THIRTY- (30) DAYS AFTER THE END OF EACH QUARTER MAY BE CAUSE FOR CONTRACT CANCELLATION BY THE ARKANSAS OFFICE OF STATE PROCUREMENT.**

The Contractor shall pay the administration fee in accordance with the Terms and Conditions of this contract. The NASPO Board of Directors and the NASPO Cooperative Purchasing Committee approved the administration fee. **The administration fee is not negotiable.** Some States may require an additional fee be paid directly to the participating States on purchases made by the purchasing entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in the "**Participating Addendum**" that is made a part of the contract. **All such agreements shall have no effect on the administrative fees or prices associated with the resulting primary contract.**

PROPOSAL PRICING SHEET

ALL PRODUCTS SHIPPED MUST BE OF MOST CURRENT MANUFACTURE,  
DESIGN, AND VERSION AVAILABLE AT TIME OF ORDER PLACEMENT,  
UNLESS OTHERWISE INDICATED BY ORDERING FACILITY

**Group 1: MULTI-DRUG TESTING (MDT) INTEGRATED CUP**

1. \$ 2.50 PRICE PER EACH INITIAL (5 Panel) MDT INTEGRATED CUP.
  
- \$ 2.75 PRICE PER EACH INITIAL (6 Panel) MDT INTEGRATED CUP.
  
- \$ 3.00 PRICE PER EACH INITIAL (7 Panel) MDT INTEGRATED CUP.
  
- \$ 3.20 PRICE PER EACH INITIAL (8 Panel) MDT INTEGRATED CUP.
  
- \$ 3.45 PRICE PER EACH INITIAL (9 Panel) MDT INTEGRATED CUP.
  
- \$ 3.55 PRICE PER EACH INITIAL (10 Panel) MDT INTEGRATED CUP.

GROUP 1 TOTAL: \$ 18.45

**GROUP 3: DRUG TESTING STICK (PANEL ENCASED)**

1. \$ .37 PRICE PER SINGLE PANEL (ENCASED) DRUG TESTING STICK.
  
- \$ .74 PRICE PER (2 PANEL ENCASED) DRUG TESTING STICK.
  
- \$ .96 PRICE PER (3 PANEL ENCASED) DRUG TESTING STICK.
  
- \$ 1.25 PRICE PER (4 PANEL ENCASED) DRUG TESTING STICK.
  
- \$ 1.54 PRICE PER (5 PANEL ENCASED) DRUG TESTING STICK.

GROUP 3 TOTAL: \$ 4.86

**GROUP 4: MULTI-DRUG TESTING CARD (MDT)**

1. \$ 1.54 PRICE PER EACH INITIAL (5 PANEL) MDT CARD.  
\$ 1.80 PRICE PER EACH INITIAL (6 PANEL) MDT CARD.  
\$ 2.10 PRICE PER EACH INITIAL (7 PANEL) MDT CARD.  
\$ 2.38 PRICE PER EACH INITIAL (8 PANEL) MDT CARD.  
\$ 2.67 PRICE PER EACH INITIAL (9 PANEL) MDT CARD.  
\$ 2.95 PRICE PER EACH INITIAL (10 PANEL) MDT CARD.

GROUP 4 TOTAL: \$ 13.44

**ITEM SPECIFICATIONS – GROUP 1 (MULTI-DRUG TESTING CUP)**

**Cup Design Requirements:**

The five to ten (5 – 10) panel drug cup must be capable of detecting drugs simultaneously as denoted by the choice of panel purchased. A standard six (6) panel cup is represented by the first six (6) drugs listed below. Custom Configurations may require additional time to manufacturer. Listed cut off levels must meet those indicated below:

1. THC	50	ng/ml	7. PCP	25	ng/ml
2. OPIATES	300	ng/ml	8. Benzodiazepines	300	ng/ml
3. AMPHETAMINES	1000	ng/ml	9. Methadone	300	ng/ml
4. METHAMPHETAMINE	1000	ng/ml	10. Tricyclic	1000	ng/ml
5. COCAINE	300	ng/ml	11. Ecstasy	1000	ng/ml
6. BARBITUATES	300	ng/ml	12. Propoxyphene	300	ng/ml

- a. Fully integrated, without a separate testing device
- b. Must test for multiple drugs
- c. No other manipulation, pouring, tipping, turning, tilting, inserting and turning a key, test card pipette, dropper or dipper required
- d. Cup must be able to detect drugs simultaneously
- e. The State requires panel cup as outlined in Section III
- f. The State reserves right to change screens at no additional cost
- g. Cup must be of clear plastic with a screw top lip
- h. Cup will not leak during air/ground shipping
- i. Cup's mount 2 ¼" diameter and at least 3" high

- j. Cup must have minimum fill line/mark at least 30 ml clearly displayed on the outside of the cup
- k. Cup must have temperature label installed horizontally at the most bottom portion of the cup which provides color coded indication for temperatures ranging from 90F/32C to 100F/38C in 1 or 2 degree increments
- l. The test panel results must be covered by a label
- m. The test results must appear within five minutes and remain stable up to a minimum of 30 minutes
- n. Cup must be FDA approved for commercial distribution with an active 510K notification document
- o. Contractor will provide, at their expense, the following samples upon request (prior to award):
  - a. Shipping bag
  - b. Shipping container that will hold 2 specimen cups
  - c. Chain of custody

**II. Supplies/Report Forms:**

- a. Each sterile on-site cup will be provided in a seal bag with lot number, expiration date, drugs cut-off levels (sensitivity of test)
- b. Cup must have a desiccant that maintains relative humidity per manufacturers specifications
- c. Instructions for use must be printed on the cups on the outside of the sealed bag
- d. Product must have a shelf life of 12 months from date of delivery
- e. Contractor to provide clear sealable shipping bags and sturdy cardboard shipping containers for shipping positive results for lab confirmation
- f. Contractor will provide for each single donor cup a preprinted chain of custody with specimen ID not to exceed 10 characters and a self adhesive peel off label with matching specimen ID number (long enough to seal the lid of the cup)
- g. Label must have line to enter collection time, date and client's initials, and two additional smaller self adhesive peel off labels with matching specimen ID
- h. The supplied chain of custody form will consist of two (2) self carbonized parts (original and copy)
- i. The client's identity must be blocked out on the copy (Client's name, identification number, and (certification/signature)
- j. Urine collection procedures must be printed on the custody form

**ITEM SPECIFICATIONS -GROUP 2, 3, AND 4**

**DRUG TESTING PANEL (WICK), DRUG TESTING STICK, AND MULTI-DRUG TESTING CARD**

The contractor must also have, as an available option, a Single Adulteration Panel (Wick), a Drug Testing Stick, and a Multi-Drug Testing Card to be purchased as needed.

- a. To prevent leaching, each drug test (one drug per strip) must be in its own individual test strip chamber/channel and have its own test control and test result lines. Drug Testing Stick and Multi-Drug Testing Card must also maintain these requirements
- b. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must have customized configurations available
- c. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must have built in procedural control.
- d. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must be able to dip and read, if applicable to application
- e. Test Panels (Wicks), Test Sticks, Multi-Drug Testing Card must have control line indicator.
- f. Multi-Testing Kits, Test Panels (Wicks), Drug Testing Sticks, and Multi-Drug Testing Card must be FDA 510 (k) cleared to market specifications with NIDA flexible cut-off levels according to SAMSHA guide lines
- g. The on-site Test Panels (Wicks), Test Sticks and Multi-Drug Testing Cards must have an accuracy rate of at least 97% as compared to GC/MS results and documentation must be provided with proposal
- h. The accuracy rate must not change due to collection site elevation/altitude or humidity levels
- i. The Contractor must provide a list of drugs that will not be detected and will not produce a positive result for the category of drugs specified above-lists to be provided with proposal
- j. The Test Panels (Wicks), Test Sticks, and Multi-Drug Testing Cards must be sized accordingly to function properly with the specifications of the Drug Testing Cup Kits as referenced in group five (5)
- k. Drug Testing Sticks, and Multi-Drug Testing Card must have panel encasement
- l. Drug Testing results must appear within a five minute (5) time span. With stabilized results for thirty (30) minutes.

#### STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid

must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.

4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned

after reasonable examination.

9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE: Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. AMENDMENTS: The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. TAXES AND TRADE DISCOUNTS: Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency.  
Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. LENGTH OF CONTRACT: The invitation for bid will show the period of time the term contract will be in effect.
14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or

suspension of eligibility for award.

18. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
19. **INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
20. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
24. **LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining

compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.



**STATE OF ARKANSAS  
FACILITY MEMBERSHIP APPLICATION FOR  
MULTI-STATE DRUG TESTING KIT(S)  
CONTRACT NUMBER: SP-07-0437R**

The completed form must be returned to the Arkansas Office of State Procurement for authorization. This form should be faxed to (501) 324-9311 or e-mailed within five (5) days after signing to:

Judy.shirley@dfa.state.ar.us

1. State of: Nebraska - Lancaster County
2. Facility Name: Community Mental Health  
Purchasing Contact Person (On-Site): Scott Etherton  
Title: Program Manager  
E-Mail Address: setherton@lancaster.ne.gov  
Street Address (Include P. O. Box if Applicable): 2200 St. Marys Ave. , Lincoln, ne 68502
3. Average dollar amount of Drug Testing Kit(s) purchased per month: \$150.00
4. Circle which best describes your facility setting:
  - (a) Public Health Laboratory
  - (b) Environment Quality Testing Facility
  - (c) Student Health Laboratory
  - (d) Correctional Facility
  - (e) Community Health Facility
  - (f) Hospital/Clinic
  - (g) Criminal Laboratory
  - (h) Nursing Home
  - (i) Acute Care Hospital
  - (k) Other (Please indicate): \_\_\_\_\_
5. Approximate number of personnel in your facility: 15 per day

The above information is true and correct.

Signed: \_\_\_\_\_

Authorized Personnel

Date: \_\_\_\_\_

4/10/09



**STATE OF ARKANSAS  
FACILITY MEMBERSHIP APPLICATION FOR  
MULTI-STATE DRUG TESTING KIT(S)  
CONTRACT NUMBER: SP-07-0437R**

The completed form must be returned to the Arkansas Office of State Procurement for authorization. This form should be faxed to (501) 324-9311 or e-mailed within five (5) days after signing to:

Judy.shirley@dfa.state.ar.us

1. State of: Nebraska - Lancaster County

2. Facility Name: Community Corrections

Purchasing Contact Person (On-Site): Kim Etherton

Title: Executive Director

E-Mail Address: ketherton@lancaster.ne.gov

Street Address (Include P. O. Box if Applicable): 633 So. 9th Street, Lincoln, ne

3. Average dollar amount of Drug Testing Kit(s) purchased per month: \$2500.00

4. Circle which best describes your facility setting:

- (a) Public Health Laboratory
- (b) Environment Quality Testing Facility
- (c) Student Health Laboratory
- (d) Correctional Facility
- (e) Community Health Facility
- (f) Hospital/Clinic
- (g) Criminal Laboratory
- (h) Nursing Home
- (i) Acute Care Hospital
- (k) Other (Please indicate): Parole Office

5. Approximate number of personnel in your facility: varies by day

The above information is true and correct.

Signed: *Robert L. Wall* - Purchasing      Date: 4/10/09  
Authorized Personnel



**STATE OF ARKANSAS  
FACILITY MEMBERSHIP APPLICATION FOR  
MULTI-STATE DRUG TESTING KIT(S)  
CONTRACT NUMBER: SP-07-0437R**

The completed form must be returned to the Arkansas Office of State Procurement for authorization. This form should be faxed to (501) 324-9311 or e-mailed within five (5) days after signing to:

Judy.shirley@dfa.state.ar.us

1. State of: Nebraska - Lancaster County

2. Facility Name: Lancaster County Correctional Facility

Purchasing Contact Person (On-Site): Kent Griffith

Title: Facility Administrator

E-Mail Address: kgriffith@lancaster.ne.gov

Street Address (Include P. O. Box if Applicable): 4420 NW 41st Street

3. Average dollar amount of Drug Testing Kit(s) purchased per month: 1,000.00

4. Circle which best describes your facility setting:

- (a) Public Health Laboratory
- (b) Environment Quality Testing Facility
- (c) Student Health Laboratory
- (d) Correctional Facility
- (e) Community Health Facility
- (f) Hospital/Clinic
- (g) Criminal Laboratory
- (h) Nursing Home
- (i) Acute Care Hospital
- (k) Other (Please indicate): \_\_\_\_\_

5. Approximate number of personnel in your facility: 150

The above information is true and correct.

Signed: Robert F. Waller - Purchasing Date: 4/10/09  
Authorized Personnel



**STATE OF ARKANSAS  
FACILITY MEMBERSHIP APPLICATION FOR  
MULTI-STATE DRUG TESTING KIT(S)  
CONTRACT NUMBER: SP-07-0437R**

The completed form must be returned to the Arkansas Office of State Procurement for authorization. This form should be faxed to (501) 324-9311 or e-mailed within five (5) days after signing to:

Judy.shirley@dfa.state.ar.us

1. State of: Nebraska - Lancaster County

2. Facility Name: Lancaster County Inmate Detention Facility

Purchasing Contact Person (On-Site): Angie Koziol

Title: Business Manager

E-Mail Address: akoziol@lancaster.ne.gov

Street Address (Include P. O. Box if Applicable): 605 So. 10th Street

3. Average dollar amount of Drug Testing Kit(s) purchased per month: \$1,250.00

4. Circle which best describes your facility setting:

- (a) Public Health Laboratory
- (b) Environment Quality Testing Facility
- (c) Student Health Laboratory
- (d) Correctional Facility
- (e) Community Health Facility
- (f) Hospital/Clinic
- (g) Criminal Laboratory
- (h) Nursing Home
- (i) Acute Care Hospital
- (k) Other (Please indicate): \_\_\_\_\_

5. Approximate number of personnel in your facility: 500

The above information is true and correct.

Signed: Robert L. Wall - Purchasing Date: 4/10/09  
Authorized Personnel