



# Arkansas Department of Health

4815 West Markham Street • Little Rock, Arkansas 72205-3867 • Telephone (501) 661-2000  
 Governor Asa Hutchinson  
 Nathaniel Smith, MD, MPH, Secretary of Health

## INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	DH-PHL-22-0003	Solicitation Issued:	04/25/2022
Description:	Continuous Digital Thermometer monitoring system		
Agency:	Arkansas Department of Health – Public Health Lab		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	05/17/2022	Bid Opening Time:	10:00.AM, Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Arkansas Department of Health on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of prospective contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the prospective contractor without further review. It is not necessary to return "no bids" to ADH.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Health Attn: Steve McDonald 4815 West Markham Street, Slot 58 Little Rock, AR 72205  Delivery providers, USPS, UPS, and FedEx deliver mail to ADH's street address on a schedule determined by each individual provider. These providers will deliver to ADH based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Bid's Outer Packaging:	Bid must be properly marked with the information below. <ul style="list-style-type: none"> <li>Bid number</li> <li>Date and time of bid opening</li> <li>Prospective Contractor's name and return address</li> </ul>

DEPARTMENT OF HEALTH CONTACT INFORMATION			
ADH Buyer:	Steve McDonald	Buyer's Direct Phone Number:	501-280-4594
Email Address:	Steve.mcdonald@arkansas.gov	Alt. Phone Number:	
ADH Website:	<a href="http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx">http://www.healthy.arkansas.gov/aboutADH/Pages/GrantBidOpportunities.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

### **1.1 PURPOSE**

This competitive bid is issued by the Arkansas Department of Health (ADH) – Public Health Laboratory to obtain pricing Equipment and Installation of Continuous Digital Thermometer monitoring system

### **1.2 BACKGROUND**

The Public Health Lab needs to replace manual thermometers with digital thermometers with continuous monitoring

### **1.2 TYPE OF CONTRACT**

A. As a result of this IFB, ADH intends to award a contract to a single contractor.

### **1.3 ISSUING AGENCY**

ADH, as the issuing office, is the sole point of contact throughout this solicitation.

### **1.4 BID OPENING LOCATION**

Bids will be opened at the following location:

Arkansas Department of Health  
4815 West Markham Street, Room L156  
Little Rock, AR 72205

### **1.5 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all requirements in the requirements section of this IFB to be considered a responsive prospective contractor.
- B. A prospective contractor's bid will be disqualified if a prospective contractor takes exceptions to any requirements in the requirements section of this IFB.

### **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 an item in question as indicated in clarification of bid solicitation.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation for Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- G. "Bid Submission Requirement" means a task a prospective contractor completes when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.

- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

## 1.7 **RESPONSE DOCUMENTS**

### A. Bid Response Packet

1. The following are bid submission requirements and **must** be submitted in the original bid response packet.
  - a. Original signed bid signature page. (See Bid Response Packet.)
    - i. An official authorized to bind the prospective contractor to a resultant contract **must** sign the bid signature page included in the bid response packet.
    - ii. Prospective contractor's signature signifies agreement to and compliance with all requirements in this IFB, and that any exception that conflicts with a requirement or bid submission requirement of this bid solicitation will cause the prospective contractor's bid to be disqualified.
    - iii. Bid response **must** be in the English language.
  - b. One (1) original hard copy of the Official Bid Price Sheet. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original Bid Response Packet.
  - a. One (1) electronic copy of the Official Bid Price Sheet, preferably on a flash drive. A CD will also be acceptable.
  - b. EO 98-04 Disclosure Form. (See Standard Terms and Conditions, #27. Disclosure.)
  - c. Copy of prospective contractor's Equal Employment Opportunity Policy. (See Equal Employment Opportunity Policy.)
  - d. Proposed Subcontractors Form. (See Subcontractors.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## 1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email **by 4:00 p.m., Central Time on or before 03/16/2020** to the ADH buyer as shown on page one (1) of this bid solicitation.
  1. For each question submitted, prospective contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the ADH website by the close of business on **04/29/2022**. If prospective contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The prospective contractor should notify the ADH buyer of any term, condition, etc., that precludes the prospective Contractor from submitting a compliant, responsive proposal. Prospective contractors should note that it is the responsibility of the prospective contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective contractors may contact the ADH buyer with non-substantive questions at any time prior to the bid opening.

- D. An oral statement by ADH will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any prospective contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by ADH.
- E. Prospective contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

### 1.9 **SUBCONTRACTORS**

- A. Prospective Contractor will not use subcontractors

### 1.10 **PRICING**

- A. Prospective bidders **must** include all costs associated with their price on the Official Bid Price Sheet. Any costs not identified by the bidder but subsequently incurred shall be borne by the bidder. All pricing must be received on the Official Bid price sheet (page 19 of 19 of this document). Bids received on a different form or an altered form will not be considered.
- B. To allow time to review bids, prices **must** be valid for 180 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

### 1.11 **PRIME CONTRACTOR RESPONSIBILITY**

- A. A single prospective contractor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

### 1.12 **INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the prospective contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
  - The prices in the bid 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 warrants consideration of this bid by the Office of the Attorney General. All prospective contractors **shall** understand that this paragraph may be used as a basis for litigation.

### 1.13 **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. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the prospective contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the rules and statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.

- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Bid Response Packet. A CD is also acceptable. Do not submit documents via email or fax.
- G. 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 space from which information was redacted.
- H. The prospective contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Arkansas Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with prospective contractor's Bid Response Packet, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a prospective contractor with respect to the disclosure of prospective contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

#### 1.14 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this bid solicitation through the ADH buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding prospective contractor's bid response to ADH.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this bid solicitation.
- H. Prospective contractors may submit multiple bids.

#### 1.15 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by ADH will modify this bid solicitation.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the ADH website at <http://www.healthy.arkansas.gov/programs-services/topics/grant-and-bid-opportunities> for any and all addenda up to bid opening.

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#### 1.16 **AWARD PROCESS**

- A. Successful Contractor Selection

Award will be made to the lowest responsive, responsible prospective contractor.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest-bidding prospective contractor. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the ADH website at <http://www.healthy.arkansas.gov/programs-services/topics/grant-and-bid-opportunities> .
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. prospective contractors 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. ADH may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the prospective contractor's responsibility to check the websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation is subject to State approval processes which may include Legislative review.
2. An ADH procurement official will be responsible for the solicitation and award of any resulting contract.

**1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the prospective contractor's certification number should be included on the Bid Signature Page.

**1.18 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, ADH is required to have a copy of the anticipated contractor's Equal Employment Opportunity (EEO) Policy prior to issuing a contract award.
- B. EEO Policies may be submitted as a hardcopy accompanying the solicitation response.

- C. The submission of an EEO Policy to ADH is a one-time requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying EEO Policies upon request to other State agencies that must also comply with this statute.
- D. Prospective contractors who are not required by law to have an EEO Policy **must** submit a written statement to that effect.

#### **1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this Bid Solicitation, a prospective contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the prospective contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

#### **1.20 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a prospective contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

#### **1.21 PAST PERFORMANCE**

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

#### **1.22 VISA ACCEPTANCE**

- A. Awarded contractor 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) **must 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.

#### **1.23 PUBLICITY**

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be disqualified.

#### **1.24 RESERVATION**

The State will not pay costs incurred in the preparation of a bid.

#### **1.25 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor'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.

## **SECTION 2 – REQUIREMENTS**

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

### **2.1 SCOPE OF WORK**

The Arkansas Department of Health (ADH) Public Health Lab is seeking a vendor for the purchase and installation of the Continuous Digital Thermometer monitoring system listed below plus all hardware needed to complete the job.

#### **PART 1 – GENERAL**

- A. This specification is intended to describe an integrated qEMS. Provide all materials, labor, equipment and services to deliver and install all work as described in this section and on contract drawings provided.
  1. qEMS to be capable of monitoring sensitive equipment and areas throughout facility including but not limited to refrigerators, freezers, LN2 freezers, incubators, cleanrooms, production areas, laboratories, warehouses, stability chambers.
  2. System capable of monitoring various parameters including temperature, humidity, differential pressure, CO2.
  3. The system as described shall be installed, tested on-site, and delivered to the owner in first class condition. The system will include all required hardware, software, accomplish the requirements of the specification and contract drawings.
  4. All materials furnished shall be new and of the latest design available from a single manufacturer who is engaged in the manufacture and sale of continuous monitoring systems. The manufacturer shall have an installed base of similar systems as a reference.
  5. System shall be an Enterprise level qEMS that can be expanded to multiple locations in multiple geographical areas only with the support of required IT network infrastructure.
  6. Need to provide qEMS layout drawings showing qEMS system hardware components on a provided contract drawing clearly showing hardware installation locations, IT infrastructure and electrical power requirements.
  7. The system shall have optional integration capability to extract data to 3<sup>rd</sup> party systems, for example a data historian, using API, REST API or OPC-UA.
  8. Annual Service Contract need to be available for unlimited software support during normal business hours and 24/7 support in case of emergency.
  9. Submittals due with bid to include all sensor hardware specifications and qEMS layout drawings.
  10. Make available for review a complete software validation test report (IQOQ) prior to a purchase order.



11. GAMP based GxP Documentation Package availability that include a User Requirement Specification, Functional Specification, Traceability Matrix and Risk Assessment with ability to extend for unique business processes.

## B. LISTINGS AND APPROVALS

1. Manufacturer shall be a currently certified ISO9001 and ISO 14001 company.

## PART 2 – PRODUCT

### A. MONITORING HARDWARE – The system shall include, but not be limited to the following elements:

1. Sensors including but not limited to monitoring temperature, humidity, CO2.
2. Individual sensor types are determined by the type of equipment specified to be monitored within this bid.
3. Sensors integrated with local data logging capability (data loggers) for at point of measurement storage of data that are battery operated with a minimum of 18 months battery life.
4. Ability to connect any sensor using industry standard MODBUS digital communication.
5. Data logger memory capacity for at least 30 days with 1 minute sample intervals.
6. Data logger connection to server using wireless 900MHz radio.
7. Wireless 900MHz connection range 100m+ through building infrastructure (floors, walls) and obstacles such as metal racking without line-of-sight connection to access point.
8. Visual and audible local alarm signal towers that communicate over LAN network.

### B. SYSTEM FEATURES

1. Enterprise Server
  - a. Software installed on Enterprise Server with Windows Server® 2019, Windows Server® 2016, Windows Server® 2012 R2 (64-bit) operating system or Windows 10 (64-bit) based desktop computer. Server can be physical or virtual, VMWare supported.
  - b. The Enterprise Server shall run the Software Application as a Service, thereby enabling the System to be continually available. The Enterprise Server will remain powered up and connected to the local network to support continuous access.
  - c. The Enterprise Server fulfills the roles of Web Server, Report Server, Application Server, and Database Server. No additional servers are needed for the viewLinc System (other than those servers needed to support the Network).
  - d. The Enterprise Server supports the use of the following email protocols, and will automatically select the highest email security level when sending email communications:
    - SMTP
    - POP3
    - TLS
2. Software Application
  - a. A single license only is required to install the Application on the Enterprise Server. No additional licenses are needed for system access, databases etc.
  - b. The Application can only be used with Transport Layer Security (TLS) protocols for a secure communication. A secure certificate is required to install the Application.
  - c. The application shall include all necessary components to perform the following functions as one integrated solution: control the collection of environmental data from the measurement devices, perform the storage of environmental data, hold the system configuration data, perform scheduling of reports, control alarming, produce system events written to the audit trail/event log, monitor event log for unauthorized changes, interface with monitoring hardware, reporting, messaging and alarming.
3. End User Network
  - a. The Application is designed to run on the pre-existing end-user Ethernet network using TCP/IP network protocols. This includes category 5/6 network cabling, switches, routers, PoE Power Supply, domain server(s), exchange server(s), SMS Modem and PC Workstations.
4. qEMS Workstations

- a. The Application is designed to use pre-existing PC-based workstations and smart devices on the end-user network.
  - b. No per-seat licenses to be required for access to a licensed installation of the Application.
  - c. The qEMS Workstation shall utilize a web browser application to access the Application. Needs to be compatible with the following web browser applications: Microsoft® Edge™, Google Chrome™
  - d. The qEMS Workstation shall have application to read .pdf files, such as Adobe Acrobat, and .tsv (tab separated value) files, such as Microsoft Excel®.
  - e. The qEMS Workstation shall be connected to the Local Network to ensure secure access to the Application.
5. Data Organization
- a. Virtual locations can be created in Application to represent a single environmental monitoring point.
  - b. Virtual locations can be grouped together in functional, geographical or organizational groups.
  - c. Groups of virtual locations can be further grouped together in functional, geographical or organizational groups.
  - d. Virtual locations can be given meaningful names that makes business sense for end user.
  - e. A virtual location is linked to monitoring hardware, such as data loggers, with specific identifiers, such as a device serial number, that unambiguously provides monitoring data from a known and identified source, which is recorded in the application to easily maintain traceability.
  - f. Linking of hardware such as data loggers and virtual locations allows for easy replacement of like-for-like hardware, such as for purposes of hardware calibration service as required.
  - g. Application includes a dedicated interface to show linkage between monitoring hardware and virtual locations.
  - h. When measurement data is reported for a virtual location, the report includes hardware information such as serial numbers for monitoring devices, such as data loggers, and if hardware was changed during the reporting interval, all relevant hardware with serial numbers are included in reporting.
6. Data Logger Discovery
- a. Application shall automatically discover new data loggers connected to the Enterprise server through a COM port connection.
7. Data Storage
- a. Incoming data is stored within the Applications database.
  - b. All measurement data points in the database are segregated based on a unique identifier that is assigned to each virtual location. Data is further segregated by timestamp.
  - c. The database can only be queried by Users with the appropriate security rights to the specific information.
  - d. The database records, consisting of measurement data, alarm events and other system events may not be created or altered by System Users. These records can only be created by the Application and cannot be altered.
  - e. System configuration parameters may be altered by system users with sufficient system rights, and these changes are captured in an audit trail including information on the configuration change in question, user making the change and a time stamp and given a unique event ID.
  - f. The database is protected from tampering by encryption. If database tampering is detected, the system will lock, and can only be unlocked by restoring from a back-up.
8. Event Log/Audit Trail
- a. An entry in the Event Log will be recorded for all exceptional events, including: changes to the Application configuration, system alarms, threshold alarms, login/logout events.
  - b. The events are stored in an encrypted database file and monitored for corruptions and/or unauthorized modifications.
  - c. Comments may be added to existing events and new events may be added to the Event Log by users with sufficient rights. Each new event includes current date/time/user.
  - d. The Event Log may be filtered based on location, user, user groups, time and event type. Event types include: alarm events, admin events, transfer events, system events.
  - e. The Event Log is searchable by keyword.
  - f. The Event Log, filtered or full, can be printed as a report or exported as a .tsv format spreadsheet, detailing events over a configurable period of time.

9. Graphical User Interface (GUI) Functions
  - a. The Application GUI uses a familiar and intuitive Windows layout. Primary navigation is by mouse, using a left-click to activate buttons or select items, while a right-click generates a context-appropriate drop-down menu where applicable.
  - b. Temperature Units: Temperature data may be displayed in Application as either °C or °F. This is set on a system-wide basis as a default configurable preference. The default selection may be overridden by adjusting the settings of individual Locations, allowing display of both temperature units within the system.
  - c. Other Units: application has default units available for the display of all common measurement parameters, such as relative humidity, CO<sub>2</sub>, pressure, voltage, milliamps, concentration, boolean state (on/off), and others. Each unit type, including temperature, may be adjusted for maximum, minimum, and decimal places of display. Less common unit types may be defined and configured within Application.
  - d. Mean Kinetic Temperature (MKT): Application can calculate MKT. The system uses a value of 83.144 KJ/mol as a default Activation Energy constant. This value is configurable and may be changed as a system-wide preference or modified in individual report templates.
  - e. Live data in the Application GUI may be viewed as pop-up for a single location including latest data point, trend graph and a list of any current alarms.
  - f. Live data in the Application GUI may be viewed for multiple locations in interactive tabular format, trend graphs or dashboard views.
  - g. The application can be accessed through Mobile GUI with Android or iOS platform devices with access to LAN that hosts Application server.
  - h. Mobile GUI interaction to include viewing of real time tabular or trend data, alarm management and alarm acknowledgement including adding appropriate comments when relevant.
10. Reporting Functionality
  - a. Data will be viewable using reports, which will be available in .pdf or .tsv format. Reports are available to be generated on alarms (Alarm Report), collected data (Location History Report), or system configuration (System Report).
  - b. All reports can be configured with a name, report owner, range (most recent events or fixed dates) and time zone. Reports include ability to add user company logo.
  - c. Reports can be on-demand or configured to generate automatically on a repeat frequency set by report owner. Automated reports can be delivered by email and be saved to a network location.
  - d. Alarm Reports are configurable to include various alarm detail levels, content such as hardware alarms, communication alarms, calibration alarms, device validation alarms and configuration alarms, threshold alarms and system alarms. The Alarm Report is configurable for Source Data, such as virtual locations and groups of locations.
  - e. Location History Reports are configurable for content including title page, trend graphs with single or multiple locations per graph, statistical calculations (min, max with time stamps, standard deviation, average, sample count and Mean Kinetic Temperature including Activation Energy Constant), group statistics, interval statistics and source data.
  - f. System Reports are configurable to display data on all Application configurable parameters.
11. Alarming Functionality
  - a. The Application generates relevant alarms for the system including device alarms for communication, validation and calibration.
  - b. The Application generates threshold alarms based on configurable set values.
  - c. The Application use configurable alarm templates with multilevel alarm entries that can be designated as "Warnings" or "Alarms". Alarm templates can be applied to multiple locations for simplified alarm threshold management.
  - d. Alarm templates can be given a name, priority, alarm delay, acknowledgement required/not required status, permission and description.
  - e. The application uses notification alarm templates to define users that will be notified in an alarm event. Notification alarm templates can be applied to multiple alarm threshold templates for easier system management.

- f. Alarms notifications are configurable and can be sent as an email, SMS, phone voice message, activate a local signal tower or audible alarm.
  - g. Alarm notifications can be configured to include escalation to different user groups, with different configurable time delays and delivery method as described here above.
  - h. Alarm delivery to users based on schedules-calendar, work hours, number of days on/off.
  - i. Alarming information available include priority, alarm description, timestamp, duration, acknowledgement, virtual location and location group information, hardware device serial number, unique alarm event identifier.
  - j. Alarms can be acknowledged in application and by email, SMS and Voice Notification.
  - k. Alarm Pausing can be applied for up to 24h during known maintenance or out of tolerance events. Alarming must return to normal state at the conclusion of pause.
12. Electronic Records
- a. The system shall store and protect all electronic records in compliance with FDA 21 CFR Part 11 and EU GMP Vol. 4 Annex 11 requirements.
  - b. All records in the Application is considered to be electronic records.
  - c. All records in Application shall be encrypted and shall not be accessible except through the viewLinc Application.
  - d. It shall not be possible to delete records in Application.
  - e. All operator events shall be logged in the Event Log and each event shall be uniquely numbered with a sequential ID number.
  - f. All changes to electronic records shall cause an event log entry, capturing the original data, the new data, the date/time of the change, and the identity of the person responsible for the change.
  - g. The only records that may be changed are configuration parameters. Raw data records, alarm history data records, and Event Log records cannot be modified or deleted by any user.
  - h. The Event Log will be tamper-resistant.
  - i. The Event Log shall be stored indefinitely.
  - j. The Event Log functions at all times and cannot be disabled or deactivated.
  - k. The Event Log will record user level security events, including failed login attempts and user logout.
13. Security Functionality
- a. All users will be required to authenticate at login to the Application, using a unique User ID and password combination.
  - b. User Authentication in Application must use password requiring a minimum of eight (8) characters, and must include at least one upper case letter, at least one lower case letter, one number, and at least one special character.
  - c. Users can be forced to confirm their identity after a period of inactivity.
  - d. User accounts can be locked after a configurable number of failed login attempts.
  - e. User accounts may be manually locked by an administrator.
  - f. Must have option for Windows Authentication for existing network account to access Application
  - g. Each user has a Personal Identification Number (PIN) to be used for acknowledging alarms using email, SMS or Voice Call.
  - h. Rights to access software functionality can be restricted based on user function and responsibilities. Such rights to include managing virtual software locations, managing hardware devices, managing alarm templates, managing reports, managing overall Application.
  - i. The application shall have ability to allow or restrict permissions by users to only certain virtual locations and groups of such virtual locations.
  - j. Permission levels to include view only, acknowledge alarms, configure alarms and full control.
14. Data Export Functionality
- a. Data can be exported from the Application through a back-end query interface to allow direct custom queries or to enable a MMI (Machine-Machine Interface) to integrate Application with other systems such as data historians, control systems, or automated manufacturing solutions. This can be achieved utilizing a Web API interface or OPC UA.

**A. INSTALLATION**

1. Provide system in accordance with plans and specifications and manufacturer's recommendations and engineering drawings.
2. All 115VAC power to be connected by locally certified electrician where applicable.
3. All installation personnel shall be fully qualified by the manufacturer to install systems of this type and must have completed a manufacturer administered training program. The system manufacturer shall provide proof that the installation personnel currently meet these requirements.
4. The installer must have previous experience working with and installing equipment into laboratories, pharmaceutical and cGxP facilities.

**B. TESTING AND VALIDATION**

1. Vendor to provide all necessary testing protocols.
2. Minimum testing requirements to include:
  - a. Sensors are reading correctly and have been calibrated – calibration certificates to be provided
  - b. Sensors are installed in correct locations that match application configuration.
  - c. Application correctly identifies an alarm situation.
  - d. Application correctly notifies users when alarm situation occurs.
  - e. All applicable tests to prove application complies with regulatory requirements.

**C. WARRANTY**

1. System Manufacturer shall warrant qEMS system from mechanical and electrical defects for a period of 2 years from time of hardware delivery.

**D. SYSTEM TRAINING**

1. System Manufacturer shall include a 4h training session to include end user as well as system administrator training at completion of installation.

**PART 4 – LIFE CYCLE SUPPORT****A. ANNUAL SERVICE CONTRACT**

1. 24/7 technical support in cases of emergency/system failures.
2. Unlimited technical support during normal business hours.
3. Free software upgrades.
4. Free system validation (IQOQ) protocols for software upgrades.
5. Two 4h training sessions/year.

**B. ANNUAL SENSOR CALIBRATION**

1. System Manufacturer offers following calibration services and support for provided sensors:
  - a. On-site calibration service, single point verification, NIST traceable.
  - b. Off-site calibration laboratory based multi-point calibrations, ISO17025 if applicable.
  - c. Reference instrumentation, calibration software and support for end user metrology department.

**2.2 MINIMUM QUALIFICATIONS**

Vendor must have three (3) years' experience installing systems in labs of same or larger size. Please provide examples and contacts for reference checks.

**2.3 DELIVERY: FOB DESTINATION**

Arkansas Department of Health

**Delivery address will be specified on each Purchase Order.**

- A. The agency requests delivery within 120 (calendar) days after receipt of the order. If this delivery date cannot be met, the prospective contractor **must** state the alternate number of days on the Official Bid Price Sheet. Failure to state the alternate delivery time obligates the contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

- B. All deliveries **must** be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.

#### 2.4 **ACCEPTANCE STANDARDS**

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

### **SECTION 3 – GENERAL CONTRACTUAL ITEMS**

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

#### 3.1 **PAYMENT AND INVOICE PROVISIONS**

- A. Forward invoices to:

Lynn Jones  
Arkansas Department of Health  
4815 W. Markham Street, Slot 47  
Little Rock, AR 72205

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by ADH.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the contractor has successfully satisfied ADH as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The contractor should invoice ADH by an itemized list of charges. ADH'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 contractor **must** be registered to receive payment and future bid solicitation notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

#### 3.2 **GENERAL INFORMATION**

- A. The State will not:
  - 1. 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 Contractor/lessor in the event funds are not appropriated.

2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
  - a. The right to possession.
  - b. The right to accrued payments.
  - c. The right to expenses of de-installation.
  - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
  - F Any litigation involving the State **must** take place in Pulaski County, Arkansas.
  - G The laws of the State of Arkansas govern this contract.
  - H A contract is not effective prior to award being made by the ADH procurement official.
  - I In a contract with another party, the State will accept the risk of loss of the equipment and pay for any destruction, loss, or damage of the equipment while the State has such risk, when:
    - The extent of liability for such risk is based upon the purchase price of the equipment at the time of any loss, and
    - The contract has required the State to carry insurance for such risk.

### **3.3 CONDITIONS OF CONTRACT**

- A. 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 a resulting contract which in any manner affect the completion of the work.
- B. 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 Contractor.

### **3.4 STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of contractor-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 contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The contractor's liability for damages to the State will be limited to the value of the contract or \$30,000, whichever is higher. The foregoing limitation of liability will 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 Contractor; 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. The Contractor and the State will not be liable to each other, regardless

of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will 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 Contractor; 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. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

### **3.5 RECORD RETENTION**

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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.

### **3.6 PRICE ESCALATION**

- A. Price increases will be considered at the time of contract renewal.
- B. The contractor **must** provide to ADH 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. ADH has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. ADH has the right to approve or deny the request.

### **3.7 CONFIDENTIALITY**

- A. The Contractor, contractor's subsidiaries, and contractor's employees will 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 a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this bid solicitation may contain additional confidentiality requirements.

### **3.8 CONTRACT INTERPRETATION**

Should the State and Contractor interpret specifications differently, either party may request clarification. However if an agreement cannot be reached, the determination of the State is final and controlling.

### **3.9 CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the contractor fails to perform its obligations under it by giving the contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the contractor in writing of the reasons why the State is considering cancelling the contract and provide the contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law



and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

### 3.10 **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 Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

**SECTION 4 – 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 Bid Response Packets **must** be submitted to ADH on or before the date and time specified for bid opening date/time. The response 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 bids **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. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. ADH 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 contractor to supply additional descriptive material. The contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this bid solicitation. Contractors 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 contractor 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 contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the contractor, such items **shall** function properly when installed. The contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The contractor'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 ADH. Each sample should be marked with the contractor'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 contractor's expense. After reasonable examination, all demonstrators will be returned at contractor'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 Contractor.
- 10. **AMENDMENTS:** Contractor's bids 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 contractor. 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 ADH. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in ADH's designated location under normal conditions. If the contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Arkansas Department of Health **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, ADH may buy elsewhere and any additional cost **shall** be borne by the contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of ADH. 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 Arkansas Department of Health 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 ADH of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the contractors 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 ADH. Contractor **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. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
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 Contractor 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 Contractor agrees that: (a) the Contractor **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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid 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 ADH.

**ATTACHMENT A- EXAMPLE**

**OFFICIAL BID PRICE SHEET**

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTAMATED QUANITY</u>	<u>PRICE PER THOUSAND</u>	<u>TOTAL PRICE</u>
1				
2				

***An official authorized to bind the prospective recipient to a resultant contract shall sign below.***

By signing and submitting a response to this Request for Application (RFA), the applicant agrees to comply with all requirements, and that any exception that conflicts with a requirement of this RFA will cause the application to be disqualified.

**Authorized Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
*Use Ink Only.*

**Printed/Typed Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_