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.