INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

<table>
<thead>
<tr>
<th>Bid Number:</th>
<th>SP-21-0002</th>
<th>Solicitation Issued:</th>
<th>09/15/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description:</td>
<td>Equine and Canine Drug Testing</td>
<td></td>
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<tr>
<td>Agency:</td>
<td>DFA - Division of Racing Commission</td>
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</tbody>
</table>

SUBMISSION DEADLINE

| Bid Opening Date: | 10/06/2020 | Bid Opening Time: | 1:00 p.m., Central Time |

Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.

DELIVERY OF RESPONSE DOCUMENTS

| Delivery Address and Bid Opening Location: | Office of State Procurement  
1509 West 7th Street, Room 300  
Little Rock, AR  72201-4222 |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP’s street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</td>
<td></td>
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</tbody>
</table>

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<thead>
<tr>
<th>Bid’s Outer Packaging:</th>
<th>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</th>
</tr>
</thead>
</table>
|                       | • Bid number  
|                       | • Date and time of bid opening  
|                       | • Prospective Contractor’s name and return address |

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

<table>
<thead>
<tr>
<th>OSP Buyer:</th>
<th>Judy Shirley, CPPB</th>
<th>Buyer’s Direct Phone Number:</th>
<th>501-324-9314</th>
</tr>
</thead>
<tbody>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Judy.shirley@dfa.arkansas.gov">Judy.shirley@dfa.arkansas.gov</a></td>
<td>OSP’s Main Number:</td>
<td>501-324-9316</td>
</tr>
<tr>
<td>OSP Website:</td>
<td><a href="https://www.transform.ar.gov/procurement/">https://www.transform.ar.gov/procurement/</a></td>
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SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION
This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the DFA - Division of Racing Commission (DFA - Racing Commission) to obtain pricing and a contract for Equine and Canine drug testing and supplies.

1.2 LIVE BID OPENING
See instructions below to view the bid opening online.
Zoom Meeting Link: https://arkansas-ov.zoom.us/j/99853262719?pwd=TXk4cIYwYVpwZ1YrZUl6dzloMnFPZz09
Meeting ID: 998 5326 2719
Meeting Password: 840560
Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.3 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 September 25, 2020 to the OSP 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 answered by the State as deemed appropriate. The State’s consolidated written response is anticipated to be posted to the OSP website by the close of business on September 30, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive bid. 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 OSP buyer with non-substantive questions at any time prior to the bid opening.
D. An oral statement by OSP 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 OSP.

1.4 DEFINITION OF TERMS
Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

“Prospective Contractor” means a responsible bidder who submits a responsive bid in response to this solicitation.
The terms “Invitation for Bid”, “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

“Bid Submission Requirement” means a task a Prospective Contractor must complete when submitting a bid response. These requirements will be distinguished by using the term “shall” or “must” in the requirement.

“Requirement” means a specification that a Contractor’s commodity must and/or service shall meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms “shall” or “must” in the requirement.

“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 Department using such a contract.


“Available” means able to be used or obtained; at someone’s disposal.

“Chain of Custody” means the procedures beginning at the time of collection to account for all handling and storage of each specimen. A document or paper trail showing the seizure, custody, control, transfer, analysis, and disposition of physical and electronic evidence.

“The Committee” means The Committee that is appointed by The Jockey Club, which determines the criteria for graded stakes races in the U.S. The Jockey Club is an independent organization not affiliated or controlled by any State government.

“Confirmatory analysis” means a secondary laboratory procedure used to analyze a positive test result from a screening test. Gas Chromatography/Mass Spectrometry (GC/MS) is the only authorized confirmation test.

“ELISA” means Enzyme-Linked Immunosorbent Assay test that uses antibodies and color change to identify a substance. A popular format of “wet-lab” type analytic biochemistry assay that uses a solid-phase Enzyme Immunoassay (EIA) to detect the presence of a substance, usually an antigen, in a liquid sample or wet sample.

"EPO" means erythropoietin. A synthetic version of a naturally occurring hormone which stimulates the bone marrow to make more red blood cells.

“GC/MS” means Gas Chromatography/Mass Spectrometry. An analytical method that combines the features of gas chromatography and mass spectrometry to identify different substances within a test sample.

“HPLC” means High-Performance Liquid Chromatography. A technique in analytical chemistry used to separate, identify, and quantify each component in a mixture.

“Immunoassay Tests” are chemical tests used to detect or quantify a specific substance, the analyte, in a blood or body fluid sample, using an immunological reaction. Immunoassays are highly sensitive and specific. Immunoassay Test measures the presence or concentration of a macromolecule or a small molecule in a solution through the use of an antibody or an antigen.
“LC/MS/MS” means Liquid Chromatography with Tandem Mass Spectrometry. An analytical chromatographic technique that is useful for separating ions or molecules that are dissolved in a solvent.

“LC-DAD” means Liquid Chromatography/Diode Array Detection.

“Medical Review Officer (MRO)” means a licensed physician who is qualified to interpret and evaluate test results and other relevant medical information.

“NSAIDs” means Non-Steroidal Anti-Inflammatory Drugs. The NSAIDs listing of drugs is an industry standard listing.

“Protect” means to restrict access to or use of (data or a memory location).

"Quality Control Officer" means a person who develops and organizes special activities and plans to meet and maintain quality standards of manufactured products. They document the product assessment results and provide intelligent suggestions to achieve the best quality products.

“Split Sample” or “Referee Sample” means the urine specimen is divided into two containers. The purpose of the split sample is to allow the owner or trainer of the Equine/Canine the option to have a non-permitted substance that tested positive, retested at a different certified laboratory.

“Security System” means a system that enforces boundaries between computer networks firewalls. A Security System consisting of a combination of hardware and software that limits the exposure of a computer or computer network to attack from hackers; commonly used on local area networks that are connected to the internet.

“TLC” means Thin-Layer Chromatography. A chromatography technique used to separate non-volatile mixtures. Compounds are separated on a thin layer of adsorbent material, typically a coating of silica gel on a glass plate or plastic sheet.

1.5 INTRODUCTION

This Bid Solicitation is issued by the Office of State Procurement (OSP) on behalf of the DFA-Division of Racing Commission to obtain the services of a Contractor who will provide drug testing services and supplies on the animals at the Oaklawn Rack Track for Equine and Southland Greyhound Park for Canines. DFA-Racing Commission oversees each park and both facilities are located in Arkansas.

Oaklawn (Equine)

Oaklawn Park Racetrack (Equine) is located at: 2705 Central Avenue, Hot Springs, AR 71901. The current racing schedule is late January to early May. All races are tested to TOBA/AGS standards. Arkansas will adopt the RMTC/RCI Controlled Therapeutic Medication Schedule for Equine - Version 4.2 or later. Currently Oaklawn has 33 Graded, Listed and Arkansas-bred Stake races. Both blood and urine are tested. Hair testing may start in December 2020.

The following includes estimations regarding the racing schedule, estimated testing quantities, and other relevant information regarding the season:

Total Number of Race Days: 57
Live Races: 541
Approximate Equines Tested: 1,750 -2,000
Pre-Race TCO2 Tests: 530-600
Out of Competition Tests (OCT): 125 - 260

Post - Race
Horses Tested: 1,000 - 1,200
Cobalt Tests: 1,000 - 1,200  
EPO Tests: 5 - 15  
Anabolic Steroid Tests: 6 - 30  
Veterinarian's List: (Post - Race Testing) 22 - 50

**Southland Park (Canine)**  
Greyhound racing will cease on December 31, 2022.

2020 Racing Schedule: 5,000 races  
2021 Racing Schedule: 4,000 races  
2022 Racing Schedule: 2,700 races

Specimen collection for equine and canine will be gathered by the assigned veterinarian at each park location.

1.6 **BACKGROUND**  
Drug testing programs are implemented to enforce drug and medication rules. Programs consist of a two-part testing process, which utilizes urine as the primary sample type and blood as the secondary sample type. All samples are tested in the preliminary screening process and any samples with suspicious results require a second round of confirmatory testing.

All equines and canines participating in racing in Arkansas, at the two (2) locations mentioned above, are subject to drug testing to ensure the integrity of the race results.

A positive drug test, or an overage of a controlled therapeutic medication, may result in a penalty being assessed against the person(s) responsible for the animal(s), including a fine, suspension, and/or loss of purse.

The biological specimen screening process, as defined in this IFB, detects the presence of performance altering and therapeutic drugs both in equine and canine animals. All test results are documented and remain the property of DFA-Racing Commission.

1.7 **PROSPECTIVE CONTRACTOR QUALIFICATIONS**  
A. The Prospective Contractor **shall** have a minimum of three (3) years’ experience providing laboratory service analysis and drug testing supplies for a State facility of similar nature in the Continental United States.

B. OSP reserves the right to request references or proof of experience, as indicated above, prior to Anticipation to Award.

C. The Prospective Contractor **shall** submit the following copies of current Accreditations/Certifications. The copies should be included with the bid submission but **must** be provided within three (3) business days or when requested by DFA - Racing Commission and/or OSP, in order to be considered:

1. International Organization for Standardization (ISO) 17025  
2. Racing Medication and Testing Consortium (RMTC) full accreditation

D. The Contractor **shall** participate and be in good standing in an external quality assurance program (EQAP) as required through RMTC, AORC, and ISO 17025 accreditation.

1. The Contractor **shall** provide by email, within 72 hours of request by OSP and/or DFA-Racing Commission the following EQAP information:
a. The EQAP programs the Contractor currently participates in. (For the purpose of this IFB, participates is defined as, "actively taking part in the program").

b. The number of EQAP samples it receives in a 12-month period.

c. Justification for the EQAP's in which the Contractor is enrolled.

1.8 GENERAL CONTRACTOR REQUIREMENTS
A. The Contractor shall maintain in full force and effect, to include but not be limited to the following:
1. Licenses
2. Permits
3. Accreditations/Certifications necessary to perform this contract

B. The Contractor shall maintain compliance with the American Graded Stakes (AGS) Drug Testing Protocol as a condition of a race maintaining its eligibility for grading. The grade designated by the Committee may be revoked at any time, before or after a Bid given race, if the Committee, in its sole discretion, determines that the AGS Drug Testing Protocol was not followed.

C. The Contractor shall test for drugs as required by TOBA/AGS Standards and RMTC/RCI Controlled Therapeutic Medication Schedule.

1.9 CONTRACTOR'S REQUIREMENTS
A. The Contractor shall not outsource, or engage subcontractors for, any work related to the DFA-Racing Commission's samples for any reason without prior written consent from the DFA-Racing Commission.

1. For any such request, the Contractor shall provide justification and include documentation of the qualifications of the subcontractor.

2. The Contractor shall provide affirmation that the analytic requirements of the DFA-Racing Commission shall be met.

3. The Contractor shall maintain that the Chain of Custody procedures shall remain intact.

4. The Contractor shall define and provide to DFA-Racing Commission, electronically and/or by phone to Dr. Joseph Lokanc, DVM, (see contact information referenced in section 1.15 (B) of this IFB, within 72 hours of request the following to include but not be limited to:

   a. The duration of service(s) to be provided

   b. The estimated timeline of service provision by the subcontractor

5. The Contractor shall not increase in cost to DFA-Racing Commission unless the work to be performed by the subcontractor represents, a DFA-Racing Commission initiated change, in its required testing requirement and must be approved by the DFA-Racing Commission prior to testing.

6. The Contractor shall provide accurate invoicing per the sample grouping received by the Contractor.
7. The Contractor shall provide supplies to DFA-Racing Commission within five (5) business days after receipt of order.

1.10 SAMPLE COLLECTION KITS AND SUPPLIES

A. The Contractor shall provide, at no additional cost to DFA-Racing Commission, sample collection kits and supplies.

B. The Contractor shall not discuss or disclose any methods, testing sensitivities, limits of detection and/or other information relevant to the testing of the DFA-Racing Commission's samples.

C. Should data derived from the DFA-Racing Commission's samples be intended for use in a scientific publication, the Contractor shall solicit permission from the DFA-Racing Commission and execute an appropriate non-disclosure agreement prior to submission of a manuscript to a journal for review.

D. The Contractor shall provide testing to include but not be limited to the following (Section 1.12 Screening Methods for more detail):

1. Standard Post-Race Screening Analysis
2. Out of Competition Testing
3. TCO2 (Total Carbon Dioxide) Testing
4. Samples derived from Equines working for release from the Vet's list. (e.g. Injury, unsoundness, or disease state.)
5. Elective testing - Targeted analysis for administered substances
6. Substances/Unknown

E. The Contractor shall provide all items necessary to collect testing samples:

1. Blood collection tubes
2. Blood collection needles (Both equine and canine)
3. Screw on lidded urine collection cups of appropriate size to collect the required sample volume as established by the laboratory.
4. Primary and split sample urine specimen containers with screw on caps.

F. The Contractor shall supply all items necessary to label testing samples to include but not be limited to the following:

1. Sequentially numbered barcoded sample ID Tags.
2. Tamper proof security tape.

G. The Contractor shall provide all items necessary to process testing samples to include but not be limited to the following:

1. Chain of Custody documents.
2. Instructions for packaging of samples.

H. The Contractor shall provide all items necessary to ship testing samples to include but not be limited to the following:
   1. Shipping containers.
   2. Shipping labels.
   5. Padding/Absorbent fill for appropriate shipping container.

I. Samples must be shipped in accordance with applicable government International Air Transport Association (IATA) and International Civil Aviation Organization (ICAO) regulations.

J. The Contractor shall bear all cost for collection kit supplies and delivery of the tests as required by DFA-Racing Commission.

K. The Contractor shall provide all expendable drug testing supplies for onsite collection and transportation of urine and blood specimens. Including but not be limited to:
   1. Priority overnight shipment of samples by commercial shipper and/or bonded courier (next day delivery by 10:30 a.m.).
   3. Shipping methods to include tracking numbers for tracking shipments.

L. The Contractor shall use universal precautions for collecting and handling all specimens according to: https://www.osha.gov/SLTC/bloodbornepathogens/index.html#revised_standard

M. The Contractor shall notify DFA-Racing Commission of any abnormal or adulterated results, by phone and/or email, within twenty-four (24) hours of receipt of the specimen, prior to the specimen samples being rejected. DFA-Racing Commission veterinarian will ensure laboratory quality control procedures are followed.

N. The Contractor shall protect the confidentiality of:
   1. All testing results
   2. Statistical, personnel, and/or technical data supplied by DFA-Racing Commission

O. Any use, sale, or offering of testing data, in any form, by the Contractor, or any individual or entity in the Contractor's charge or employ shall be considered a violation of this contract. Confidentiality violations may result in:
   1. Contract termination
2. Contractor’s suspension from racing events

3. Contractor’s debarment from the State of Arkansas

4. Criminal prosecution by the State Attorney General office

P. DFA-Racing Commission reserves the right to negotiate laboratory services not identified in this IFB, should newer or additional drug testing services, which are unknown at the time of this IFB, be required.

Q. The Contractor shall appoint a contact person for all matters related to sample supplies and/or sample shipping.

R. The Contractor’s key contact shall provide DFA-Racing Commission the EQAPs issued report of the laboratory's performance, electronically, within seven (7) business days of receipt of the results of the test.

S. The Contractor shall provide DFA-Racing Commission within 30 days, electronically, a written plan to remedy any deficiencies identified through the EQAP process.

T. The Contractor shall meet all ISO 17025-2005 and RMTC criteria for:

1. Screening reports
2. Final reports
3. Reports of adverse findings
4. Data (Litigation) packets

1.11 LABORATORY TESTING REQUIREMENTS

B. Laboratory proficiency testing scores should be submitted with the bid submission but must be submitted electronically, within three (3) business days, as requested by DFA-Racing Commission for review throughout the term of the contract.

C. Laboratory must provide confirmation results of all medication violations using GC/MS, LC/MS, or Tandem/MS techniques of HPLC for PBY quantitation, electronically, as requested by DFA-Racing Commission.

1.12 LABORATORY SAMPLE SCREENING METHODS
A. Standard Post-Race Screening Analysis

1. The Contractor shall provide justification electronically to the DFA/Racing Commission, Dr. Joseph Loknac, as referenced in section 1.15 (B) of this IFB, for each ELISA test it intends to apply to the DFA-Racing Commission samples.

2. The post-race testing menu for all tested samples must include instrumental screening analysis with a scope of testing encompassing all Controlled Therapeutic Medications (as published in the Racing Commissioners International (RCI) Model Rules Chapter 11) with testing sensitivity at or
below DFA-Racing Commission thresholds, and the Thoroughbred Owners and Breeders’ Association (TOBA) American Graded Stakes Committee (AGS) Requirements.

B. Out of Competition Testing

1. Samples **must** be tested to a scope of analysis as described in the RCI rules for OCT.
2. Samples **must not** be pooled.

C. TCO2 (Total Carbon Dioxide) Testing

1. Blood samples **must** be subjected to analysis within 120 hours of collection from the equine (horse).
2. The Contractor **shall not** analyze samples greater than 120 hours post collection.
3. The Contractor **shall** immediately notify the DFA-Racing Commission Veterinarian, Dr. Joseph Loknac as referenced in section 1.15 (B) of this IFB, of any samples excluded from analysis due to sample age.
4. Blood samples identified as TCO2 testing **must** be subjected to analysis using a validated methodology per AGSC, RMTC, and ISO requirements.

D. Samples derived from equines working for release from the Vet's List.

1. Samples (blood and/or urine) **must** be subjected to complete screening and confirmatory analysis consistent with the requirements in post-race testing.

E. Elective Testing - Targeted Analysis for Administered Substances

1. DFA-Racing Commission reserves the right to submit samples for targeted analysis for the determination of one (1) or more specific substances.
2. The matrix (blood and/or urine) submitted **must** be relevant to the DFA-Racing Commission's regulations with respect to substance's threshold in blood and/or urine.
3. The Contractor **shall not** accept privately or independently submitted samples for analysis without the prior consent of DFA-Racing Commission.
4. Quantitative analysis **must** be performed for substances associated with a regulatory threshold other than the Contractor's limit of detection.
5. The Contractor **shall** establish pricing after receiving notification of the designated substance and inform the DFA-Racing Commission in advance of sample submission.

a. The cost of targeted analysis **must** be substance-specific and **must** be appropriately addressed on a per-sample basis.

b. The cost for targeted analysis **must not** exceed the Contractor's pricing for analysis of a post-race sample of the same matrix absent laboratory justification for the increased cost and regulatory agency approval.
F. Testing - Substances/Unknowns

1. The Contractor shall perform analysis consistent with the RMTC Protocol for Verification of Label Ingredients for substances bearing contents labels.

2. The Contractor shall perform analysis consistent with the RMTC Unknown Sample Protocol for substances lacking a list of label ingredients.

3. The Contractor shall routinely perform analysis of internal blind samples of substances of current interest at relevant concentrations.

4. The internal proficiency-testing program must have, as a minimum, a scope of coverage that encompasses routine screening tests.

1.13 CHANGE OF TESTING METHODS
A. The Contractor shall not amend the testing methods for any samples without securing prior permission from DFA-Racing Commission.

B. DFA-Racing Commission may request changes to the testing method(s) during the period of the service contract.

1.14 TESTING TURNAROUND TIMELINES
A. The Contractor shall electronically issue screen reports (inclusive of post-race, pre-race TCO2, post-work, and out of competition tests) within five (5) business days of its receipt of samples to a distribution list provided by the DFA-Racing Commission.

B. In the event the Contractor determines that a screening report cannot be reported as scheduled, the Contractor shall immediately notify the DFA-Racing Commission (Section 1.15 A) to provide a justification for the delay and request an extension from the DFA-Racing Commission.

C. DFA-Racing Commission approved extensions will be for a defined period as warranted by the event that resulted in the delay.

D. The Contractor shall complete confirmatory analysis within seven (7) business days of the issuance of the screening report.

E. In the event the Contractor determines that a screening report cannot be reported as scheduled, the Contractor shall immediately notify the DFA-Racing Commission to provide a justification for the delay and request an extension from the DFA-Racing Commission.

1.15 LABORATORY SERVICE REPORTING (TEST RESULTS)
A. Unless otherwise directed, the Contractor shall email the screening results to the following DFA-Racing Commission recipient(s):

1. Dr. Joseph Lokanc, DVM at: Joseph.lokanc@dfa.arkansas.gov. (Oaklawn Park)

2. Smokey Campbell at: Smokey.campbell@dfa.arkansas.gov. (DFA Racing Commission)

3. Nikki Langston at: Nikki.langston@dfa.arkansas.gov, (DFA Racing Commission)

4. Dr. Lisa Robinson, DVM at: Lisa.Robinson@dfa.arkansas.gov. (Southland Greyhound Park)
B. The Contractor **shall** email confirmatory analysis to the DFA-Racing Commission, within seven (7) business days, after notification of screening sample. DFA-Racing Commission recipients may change from time to time. Currently, the DFA-Racing Commission recipients are:

1. Dr. Joseph Lokanc at: Joseph.lokanc@dfa.arkansas.gov. Phone: (501) 701-1454. Cell: (630) 632-1601.
2. Smokey Campbell at: Smokey.campbell@dfa.arkansas.gov. Phone: (501) 682-1467.
3. Nikki Langston at: Nikki.langston@dfa.arkansas.gov. Phone: (501) 682-1467.
4. Dr. Lisa Robinson at: Lisa Robinson@dfa.arkansas.gov. Phone: (870) 732-8324.

C. The Contractor **shall not** provide test results to individuals other than the approved DFA-Racing Commission recipient(s). Failure to comply may result in immediate termination of contract.

D. As requested by DFA-Racing Commission, the Contractor **shall** prepare and provide a written report of the results of each test performed by the laboratory.

E. The Contractor **shall** provide results of internal proficiency testing to the DFA-Racing Commission on a quarterly basis.

F. The Contractor **shall** immediately notify Dr. Joseph Lokanc, (See section 1.15 (B) of this IFB) when analysis of an internal blind sample fails to detect the analyte present.

G. The Contractor **shall** provide a corrective action process and documentation to DFA-Racing Commission within four (4) business days of sample detection failure.

H. The Contractor **shall** provide hard copy reports bearing original signatures when requested by OSP and/or DFA-Racing Commission and delivered by over-night US Mail and/or over-night FedEx.

I. DFA-Racing Commission will assume all costs associated with expedited or alternative delivery methods of requested hard copy reports.

J. The Contractor **shall** provide data (litigation) packets to the DFA-Racing Commission electronically or via express mail within seven (7) business days after the DFA-Racing Commission request the Contractor to compile the packet.

1.16 **STAFF**

A. The Contractor **shall** provide drug testing analysis specialized support staff to assist DFA-Racing Commission with questions or areas of concern, as specified by this IFB. (i.e. Laboratory Director or Laboratory Supervisor.)

B. The Contractor **shall** appoint a contact person for all matters related to sample supplies and/or sample shipping.

C. The Contractor **shall** be responsible for the contact person to be accessible on days during which live racing takes place inclusive of weekends. Standard business hours to include but not be limited to:

1. Evenings as required by the end-user
2. Weekends as required by the end-user
3. Holidays as required by the end-user

D. The Contractor shall be responsible for replacement of contact person if deemed unacceptable by the DFA – Racing Commission.

E. The Contractor shall have a succession plan, prior to the beginning of racing season, for all staff assigned to any resultant contract of this IFB.

1. The DFA-Racing Commission reserves the right to request a copy of the succession plan, electronically, prior to the beginning of racing season.

2. The Contractor shall provide a copy of the succession plan, electronically, within three (3) business days of the DFA-Racing Commission request.

F. The Contractor shall have and identify to the DFA-Racing Commission, electronically and/or by phone, a designated Quality Control Officer prior to the beginning of the racing season.

1. The Quality Control Officer shall be responsible for implementation of an internal proficiency-testing program comprised to include but not be limited to:

   a. Analysis of single blind samples

   b. Routine performance reviews of all individuals having contact with the DFA-Racing Commission.

1.17 TRAINING
A. As required by DFA-Racing Commission, at no additional cost to DFA-Racing Commission, the Contractor shall provide a minimum of two (2) day training as related to specimen collection/shipment.

B. Training must be provided at the location requested (Section 1.5 of this IFB) per DFA-Racing Commission.

C. Training must include, but not limited to, the following:

   1. Sample collection

   2. Sample processing

   3. Storage and shipping as required by the DFA-Racing Commission location(s).

1.18 TECH SUPPORT
A. The Contractor shall, as required by the ISO/IEC 17025, provide qualified, certified/licensed and trained personnel and certified/licensed facilities tech support for medical laboratory diagnostic testing and services.

B. The Contractor shall supply statewide support within one (1) business day of initial call.

C. The Contractor shall provide a Toll-Free Assistance line or allow for collect calls to be accepted Monday through Friday, five (5) days a week. The required hours of operation are between the hours of 7:00 a.m. and 6:00 p.m. (CST).
1. Technical knowledgeable personnel are required during these hours to answer questions and to assist the staff of the ordering entities.

**1.19 TRANSITION PERIOD**
At the beginning of any resultant contract from this IFB, the Contractor **shall** be available to work with the previous Contractor during a three (3) week transition period. (e.g. Racing documentation file transfers, removal of equipment, etc.)

**1.20 TESTIMONY (LEGAL PROCEEDING) PROVISION**
A. Contractor **shall** provide a testimony data package, when requested by DFA-Racing Commission, for legal proceeding involving medication violations. (e.g. Supporting documents requested by legal to be used as exhibits in ARC hearings.)

B. As required for legal proceedings, Contractor **shall**, at no additional cost to DFA-Racing Commission, provide expert testimony for medication violations. This service has only been required once in the last five (5) years.

C. The Contractor **shall** serve as expert witness on behalf of DFA-Racing Commission.

D. The Contractor **shall** provide the following services in the adjudication of cases arising from laboratory report(s) of findings:
   1. Consultation
   2. Oral testimony
   3. Scientific references as warranted

E. The Contractor **shall** be responsible for all costs associated with travel and time for testimony provision provided by the Contractor and/or laboratory personnel.

**1.21 ORDERING/WEBSITE AVAILABILITY**
A. The Contractor **shall** establish a website for ordering supplies, scheduling pick-up services, test results, and providing reporting data to be used by the DFA-Racing Commission.

   1. The website **must** have a unique identifier to gather/print data provided by the laboratory.

   2. A unique identifier may be an account number, a special code, or a password assigned to DFA-Racing Commission to securely gather the information, order supplies or view the test results.

B. The Contractor **shall** accept orders from DFA-Racing Commission by phone, fax and electronic delivery methods.

C. The Contractor’s website **must** be user friendly with easy access and maintain System Security.

D. The Contractor **shall** be responsible for all costs of orders, shipping, and delivery as required by this IFB.

**1.22 DELIVERY: FOB DESTINATION**
Delivery **must** be as shown on purchase order

A. The agency requests delivery within five (5) business days after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to
begin the service and/or place the commodity in the ordering agency’s designated location. (See Official Bid Price Sheet.)

B. Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency’s requested date.

C. Extended delivery dates may be considered when in the best interest of the State.

D. All deliveries must be made during normal State work hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., Central Time and within the agreed upon number of days unless otherwise arranged and coordinated with the agency.

E. The Contractor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

F. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Contractor’s responsibility.

G. All orders must be properly packaged to prevent damage during shipping.

1.23 TRANSPORTATION
A. The Contractor shall provide a pick-up transportation service for collection(s) to Contractor’s laboratory at no additional cost to DFA-Racing Commission.

B. When requested by DFA-Racing Commission, the Contractor shall provide overnight courier service to expedite sample testing analysis.

1.24 ACCEPTANCE STANDARDS
Inspection and acceptance/rejection of sample kits/supplies will be made within thirty (30) days of DFA-Racing Commission 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.

1.25 PERFORMANCE STANDARDS
A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor must meet in order to avoid assessment of damages.

B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. Performance Standards identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.

C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable.

D. All changes made to the Performance Standards will become an official part of the contract.

E. Performance Standards will continue throughout the aggregate term of the contract.
F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.

G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

H. Should any compensation be owed to the State agency due to the assessment of damages the Contractor shall follow the direction of the State agency regarding the required compensation process.

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Standard</th>
<th>Damages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoicing</td>
<td>Accurate invoicing per sample test grouping received by Contractor.</td>
<td>5% deduction, of the total corrected dollar amount of an incorrect invoice.</td>
</tr>
<tr>
<td>Reporting</td>
<td>Confirmatory analysis within seven (7) business days.</td>
<td>5% deduction of invoicing, per shipment tested, for delayed receipt of analysis results.</td>
</tr>
<tr>
<td>Supplies</td>
<td>Received within the five (5) days after receipt of order</td>
<td>5% item cost deduction, per every five (5) business days, per item, received late or back-ordered.</td>
</tr>
</tbody>
</table>
SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 ISSUING AGENCY
OSP, as the issuing office, is the sole point of contact regarding the IFB throughout this solicitation process.

2.2 TYPE OF CONTRACT
A. As a result of this IFB, OSP intends to award a contract to a single Contractor.

B. The anticipated starting date for any resulting contract is December 1, 2020, except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

2.3 CONTRACTOR SELECTION
A. Award will be made to the lowest-bidding, responsible Prospective Contractor on a Term contract, all or none, basis as determined by the Estimated Annual Grand Total on the Official Solicitation Price Sheet.

2.4 RESPONSE DOCUMENTS
A. Bid Response Packet
1. The following are Bid Submission Requirements and must be submitted as a hard copy in the original Bid Response Packet.

   a. Original signed Bid Signature Page. (See Bid Response Packet.)

      i. A signed Bid Signature Page included in the Bid Response Packet. The signature must be that of a person authorized to contractually bind the Prospective Contractor.

      ii. Bid Response Packet, which must be in the English language.

   b. One (1) original copy of the Official Solicitation 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, preferably on a flash drive and in PDF format.

   a. One (1) copy of the Official Solicitation Price Sheet.

   b. EO 98-04 Disclosure Form.

   c. Copy of Prospective Contractor’s Equal Opportunity Policy.

   d. Proposed Subcontractors Form.
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 ACCEPTANCE OF REQUIREMENTS

A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this IFB by listing them on the *Exceptions Form* (See Bid Response Packet), Prospective Contractor understands its submission of a bid to represent that its bid meets all such Requirements.

B. A Prospective Contractor’s bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this IFB.

2.6 ADDITIONAL TERMS AND CONDITIONS

A. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions located on the OSP website here: [https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/](https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/).

B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the *Standard Commodities Contract Template* or the *Standard Services Contract Template*, Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Contract can be viewed on the OSP website here: [https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/](https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/).