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**STATE OF ARKANSAS**

**OFFICE OF STATE PROCUREMENT**

1509 West 7th Street, Room 300

Little Rock, Arkansas 72201-4222

**INVITATION FOR BID**

BID SOLICITATION DOCUMENT

|  |  |  |  |
| --- | --- | --- | --- |
| **SOLICITATION INFORMATION** | | | |
| Bid Number: |  | Solicitation Issued: | Month xx,20xx |
| Description: |  | | |
| Agency: |  | | |

|  |  |  |  |
| --- | --- | --- | --- |
| **SUBMISSION DEADLINE** | | | |
| Bid Opening Date: | Month xx, 20xx | Bid Opening Time: | 0:00 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  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.** |
| Bid’s Outer Packaging: | 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.   * Bid number * Date and time of bid opening * Prospective Contractor's name and return address |

|  |  |  |  |
| --- | --- | --- | --- |
| **OFFICE OF STATE PROCUREMENT CONTACT INFORMATION** | | | |
| OSP Buyer: |  | Buyer’s Direct Phone Number: |  |
| Email Address: |  | OSP’s Main Number: | 501-324-9316 |
| OSP Website: | <https://www.transform.ar.gov/procurement/> | | |

**SECTION 1 – REQUIREMENTS**

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

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the (AGENCY) to obtain pricing and a contract(s) for (COMMODITY OR SERVICE).

* 1. **LIVE BID OPENING**

See instructions below to view the bid opening online.

Zoom Meeting Link:

Meeting ID:

Meeting Password:

Dial-In Information: 877 853 5257 US Toll-free

888 475 4499 US Toll-free

* 1. **CLARIFICATION OF BID SOLICITATION**
  2. 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 date 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 date. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
  3. 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.
  4. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
  5. 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.
  6. **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.

“Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

“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 exceedin 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.

Specific terms for the product or service being requested.

* 1. **SPECIFICATIONS**

[Enter Specifications here. Use as many headings as needed. Below headings should automatically renumber.]

* 1. **DELIVERY: FOB DESTINATION**

Department of Finance and Administration

Administrative Services

P.O. Box 2485

Little Rock, AR 72203

* 1. The agency requests delivery within XXXX (calendar or working) days after ordering. 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 Solicitation 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.

***NOTE: THE FOLLOWING PARAGRAPHS ARE OPTIONAL (MAY NOT BE NEEDED IN ALL BIDS)***

* 1. All deliveries **shall** 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.
  2. 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.
  3. The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
  4. **ACCEPTANCE STANDARDS**
  5. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
  6. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.
  7. Bid must include a “total satisfaction” return policy for all products and must not impose any liability on the State for such returns.
  8. **PERFORMANCE STANDARDS**

***ONLY REQUIRED FOR SERVICES CONTRACTS $1,000,000 SINGLE CONTRACT YEAR OR $7,000,000 TPC. IT IS ENCOURAGED TO USE STANDARDS FOR ANY CONTRACT.***

* 1. State law requires that 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.
  2. 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. Attachment A: *Scope of Work* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
  3. 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 and mutually agreed upon.
  4. All changes made to the Performance Standards will become an official part of the contract.
  5. Performance Standards will continue throughout the aggregate term of the contract.
  6. Failure to meet the minimum Performance Standards as specified shall be considered a breach of any contract that gets awarded hereunder. The State may pursue any remedies it has at law, equity, and/or under such contract including, without limitation, termination or cancellation of contract and/or the imposition of liquidated damages.
  7. In the event a Performance Standard is not met, the Contractor may be allowed to defend or cure the insufficiency. The State has sole and final determination of the acceptability of any cure.

# SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

1. **ISSUING AGENCY**

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

1. **TYPE OF CONTRACT**
   1. As a result of this IFB, OSP intends to award a contract to a single Contractor.
   2. The anticipated starting date for any resulting contract is Month xx, 20xx, 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.
   3. 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. **CONTRACTOR SELECTION**
   1. Award will be made to the lowest-bidding, responsible Prospective Contractor on a/an (STATE TYPE OF AWARD) (LINE ITEM, ALL OR NONE, MULTIPLE CONTRACTOR ETC) basis.
3. **RESPONSE DOCUMENTS**
   1. *Bid Response Packet*
      1. The following are Bid Submission Requirements and **must** be submitted in the original *Bid Response* *Packet.* 
         1. Original signed *Bid Signature Page*. (See *Bid Response Packet.)*
            1. 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.
            2. *Bid Response Packet*, which **must** be in the English language.
         2. 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.
         1. One (1) copy of the *Official Solicitation Price Sheet*.
         2. *EO 98-04 Disclosure Form*.
         3. Copy of Prospective Contractor’s *Equal Opportunity Policy*.
         4. *Voluntary Product Accessibility Template* (VPAT).
         5. *Proposed Subcontractors Form*.
      3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information*.*
4. **ACCEPTANCE OF REQUIREMENTS**
   1. 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.
   2. 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.
5. **ADDITIONAL TERMS AND CONDITIONS**
   1. 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/>.
   2. 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/>.
6. **CONVENIENCE FEE**

**DELETE LANGUAGE IF NOT A STATEWIDE CONTRACT.**

##### Convenience Fee

Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively “State”). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of this amendment or July 1, 2020, whichever is earlier. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts **shall not** have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

* 1. Quarterly Reporting and Fee Remittance

Contractor **shall** submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter.
2. Purchasing entity.
3. Total of Convenience Fee amount due.
4. Such other information as the State may reasonably request.
5. If no Sales were made to State during the reporting quarter, then a report shall be submitted showing zero sales and zero convenience fees due.
   1. Payment of Convenience Fee

The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor’s goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

* 1. Retention and Inspection of Records

The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor’s sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.