## SOLICITATION INFORMATION

<table>
<thead>
<tr>
<th>Bid Number:</th>
<th>SP-21-0022</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description:</td>
<td>Stainless Steel Sheets and Square Tubes</td>
</tr>
<tr>
<td>Agency:</td>
<td>Arkansas Department of Corrections</td>
</tr>
<tr>
<td>Solicitation Issued:</td>
<td>September 29, 2020</td>
</tr>
</tbody>
</table>

## SUBMISSION DEADLINE

<table>
<thead>
<tr>
<th>Bid Opening Date:</th>
<th>October 14, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Opening Time:</td>
<td>2:00 p.m., Central Time</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Delivery Address and Bid Opening Location:</th>
<th>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</th>
</tr>
</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. <strong>Prospective Contractors assume all risk for timely, properly submitted deliveries.</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<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>
<tbody>
<tr>
<td>• Bid number</td>
<td></td>
</tr>
<tr>
<td>• Date and time of bid opening</td>
<td></td>
</tr>
<tr>
<td>• Prospective Contractor’s name and return address</td>
<td></td>
</tr>
</tbody>
</table>

## OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

<table>
<thead>
<tr>
<th>OSP Buyer:</th>
<th>Wendy Gossett</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer’s Direct Phone Number:</td>
<td>501-371-6070</td>
</tr>
<tr>
<td>Email Address:</td>
<td><a href="mailto:Wendy.gossett@dfa.arkansas.gov">Wendy.gossett@dfa.arkansas.gov</a></td>
</tr>
<tr>
<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>
</tr>
</tbody>
</table>
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 Arkansas Division of Correction (ADC) to obtain pricing and a contract for the purchase and delivery of 304 Stainless Steel expanded metal sheets (“Sheets”) and 304 Stainless Steel square tubes (“Sticks”) in the quantities estimated herein.

Delivery of the Sheets and Sticks must be made to ADC Pine Bluff Construction for the recreational yard upgrade and repair project.

1.2 LIVE BID OPENING
See instructions below to view the bid opening online.

Zoom Meeting Link: https://arkansas-gov.zoom.us/j/88401507957?pwd=UnhPR0NzSXlwM2pKK09PL202VU9Cdz09
Meeting ID: 884 0150 7957
Meeting Password: 088031
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 October 5, 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 October 9, 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.
A. “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.

B. “Business Days” means a day occurring Monday through Friday excluding State Holidays. A current listing of State holidays may be found on the Arkansas Secretary of State’s website at: https://www.sos.arkansas.gov/news/state-holiday-calendar/.

C. “Prospective Contractor” means a responsible bidder who submits a responsive bid in response to this solicitation.

D. “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.

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

F. “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.

G. The terms “Invitation For Bid,” “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

1.5 CONTRACTOR REQUIREMENTS
A. At the time of bid submission, the Prospective Contractor shall have in place all facilities, staff, and other operations necessary for providing and delivering the 304 Stainless Steel Sheets and Square Tubes to the State as required by this IFB.

B. Contractor shall supply and deliver an estimated 1,000 Sheets and 1,600 Sticks over the contract term and shall provide partial fulfillment every two (2) to three (3) weeks as requested by the agency.

C. Contractor shall deliver an initial estimated supply of 200 Sheets and 320 Sticks of 304 Stainless Steel required by this IFB within two (2) weeks after contract award.
   1. Agency anticipates issuing Purchase Orders in the quantities estimated above every two (2) to three (3) weeks until the full quantity of Sheets and Sticks as specified herein have been delivered.

1.6 QUALITY REQUIREMENTS AND SIZING
A. Contractor shall provide Sheets and Sticks which are in first class condition.

B. Sheets must be:
   1. 304 Stainless Steel
   2. Flattened Expanded Metal
   3. 3/4” - 9F gauge
4. Approximately 60” x 144” per sheet

C. Sticks must be:
   1. 304 Stainless Steel
   2. Tube sized 2” x 2” x 1/8”
   3. 20 feet in length

1.7 DELIVERY: FOB DESTINATION
ADC Construction Division
7800 Correction Circle
Pine Bluff, AR 71603
Attention: Scott McCarty

A. The Contractor shall coordinate delivery with ADC by contacting ADC within ten (10) Business Days prior to each delivery of the Sheets and Sticks. ADC contact information will be provided prior to Contract Award.

B. Contractor shall deliver the Sheets and Sticks in three thousand (3,000) to four thousand (4,000) pound banded bundles.

C. The Contractor shall deliver Sheets and Sticks within fourteen (14) calendar days of Purchase Order issuance. Extended delivery dates may be considered when in the best interest of the State.

D. Contractor shall make deliveries from 8:00 a.m. until 2:00 p.m., Central Time, Monday through Friday, excluding State Holidays 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.

E. 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.

F. The State assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency’s purchase order.

G. The Contractor shall deliver all material at the delivery site specified by the agency.

H. The Agency will unload all material at the delivery site.

1.8 ACCEPTANCE STANDARDS
A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.

B. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.

C. Bid must include a “total satisfaction” return policy for all products and must not impose any liability on the State for such returns.
1.9 PERFORMANCE STANDARDS

A. 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.

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 and mutually agreed upon.

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 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.

G. 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.

<table>
<thead>
<tr>
<th>Service Criteria</th>
<th>Acceptable Performance</th>
<th>Damages for Insufficient Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quality</td>
<td>304 Stainless Steel meets the Quality and Sizing Requirements stated in the IFB.</td>
<td>15% credit of the invoiced amount applied to ADC's account for all deliveries of the 304 Stainless Steel that fails to meet the Quality and Sizing Requirements stated in the IFB.</td>
</tr>
<tr>
<td>Timeliness</td>
<td>Contractor delivers product to ADC within fourteen (14) calendar days after receipt of Purchase Order unless an alternate delivery timeframe has been approved by ADC.</td>
<td>10% credit of the invoiced amount applied to ADC’s account for each failure to deliver product to ADC within 14 calendar days of receipt of the Purchase Order (unless an alternate delivery date has been approved by ADC, in which case damages will apply to the alternate delivery date) plus an additional $50 per day for each day after 14 calendar days whereby the product is not delivered to ADC. Repeated issues of delays in delivering product may result in Contract cancellation.</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 October 19, 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 an ALL OR NONE basis.

2.4 **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. 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 PRICING**

A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Solicitation Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.

B. The Prospective Contractor **shall** include all costs associated with supplying and delivering the 304 Stainless Steel Sheets and Sticks to the ADC location including but not limited to costs associated with trip charges, mileage fees, and pallet charges.

C. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.

D. In the green shaded cells under the *Unit Price Per Each* column on the *Official Solicitation Price Sheet*, Prospective Contractor **shall** enter the price for each piece of 304 Stainless Steel Sheets and Sticks for the estimated quantity stated for the estimated five (5) deliveries anticipated to occur during the contract term.

E. Low cost determination will be made using the amount auto-populated into the *Grand Total Estimated Annual Cost* cell on the *Official Solicitation Price Sheet*.

F. **DO NOT** submit any ancillary information not related to actual pricing on or with the Solicitation Price Sheet.

G. Prospective Contractor’s pricing as submitted on the *Official Solicitation Price Sheet* **must** be valid throughout the initial term of the resulting contract anticipated to begin on October 19, 2020.

**2.6 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.

**2.7 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, 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/).