



STATE OF ARKANSAS
DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
 501 Woodlane St., Ste. 220
 Little Rock, Arkansas 72201-1023

Competitive Bid
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:		Solicitation Issued:	
Description:			
Department:			

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS	
Bid Due Date:	February 6, 2020
Bid Submission:	<p>Email the Bid Response Packet to the buyer listed below on or before the designated bid due date and time. Responses received after the submission deadline may be rejected as untimely.</p> <p>The submission email subject line should read: Bid Submission for SP-XX-XXXX</p>

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Buyer:		Buyer's Direct Phone Number:	
Email Address:		TSS OSP's Main Number:	
TSS OSP Website:	https://www.transform.ar.gov/procurement/		

SECTION 1 – GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

This Competitive Bid (CB) is issued by the [TSS Office of State Procurement \(TSS OSP\)](#) for ([DEPARTMENT](#)) to obtain pricing and a contract(s) for ([COMMODITY OR SERVICE](#)). Direct all questions, comments, or concerns you may have regarding this solicitation to the [TSS Office of State Procurement, not the \(DEPARTMENT\)](#).

1.2 TYPE OF CONTRACT

- A. As a result of this CB, [TSS OSP](#) intends to award a contract to a [single Contractor](#).
- B. The anticipated starting date for any resulting contract is [Month x, 20xx](#), except that the actual contract start date may be adjusted forward unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the CB, 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 Department, the contract may be renewed by [TSS 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.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law herein have the same meaning herein.
- B. “Prospective Contractor” means a responsible offeror who submits a bid in response to this solicitation.
- C. The terms “Competitive Bid”, “CB,” and “Solicitation” are used synonymously in this document.
- D. “Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this CB.
- E. “Shall” and “Must” mean the imperative and are used to identify requirements.
- F. “Requirement” means something required.
- G. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. “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 Department using such a contract.

1.4 RESPONSE DOCUMENTS

- A. *Competitive Bid Response Packet*
 1. The following are bid submission requirements and **must** be submitted with the *Competitive Bid Response Packet*.
 - a. *Signed Bid Signature Page*. Signature may be ink or digital. (See *Bid Response Packet*.)

- b. Completed *Competitive Bid Response Packet* **must** be in the English language.
 - c. *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - d. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the Department.
 - e. *Exceptions Form*.
2. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. EO 98-04 Disclosure Form. (For bids exceeding \$25,000.)
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*. (Only for contracts for services exceeding \$25,000.)
 - c. Voluntary Product Accessibility Template (VPAT), if applicable
 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.5 CONTRACTOR SELECTION

- A. 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.

1.6 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section(s) of this CB by listing them on the *Exceptions Form* (See *Competitive Bid Response Packet*), Prospective Contractor understands and agrees its submission of a bid response to represent that its bid response meets all such Requirements.
- B. A Prospective Contractor's bid response may be rejected if a Prospective Contractor takes exception to any Requirements in the Requirements Section(s) of this CB.

1.7 ADDITIONAL TERMS AND CONDITIONS

- A. This CB incorporates all of the Solicitation Terms and Conditions located on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- C. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the **Standard Commodities Contract or the Services Contract (SRV-1) Fillable Form** by listing them on the *Exceptions Form* (See *Competitive Bid Response Packet*), Prospective Contractor agrees and **shall** 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 Commodities Contract can be viewed on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>. The Services Contract (SRV-1) Fillable Form can be viewed on the TSS OSP website here (Agencies – Services – Forms): <https://www.transform.ar.gov/procurement/agencies/services/>.

D. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in 1.7.A and 1.7.C.

SECTION 2 – REQUIREMENTS

2.1 INTRODUCTION

This Competitive Bid (CB) is issued by the TSS Office of State Procurement (TSS OSP) for the XXXXX (DEPARTMENT) to obtain pricing and a contract for XXXXX (COMMODITY/SERVICE).

2.2 MINIMUM SPECIFICATIONS

[Enter requirements here]

2.3 DELIVERY: FOB DESTINATION

A. Deliver to:

Department Name

Address

City, State zip

- B. The Department requests delivery within 30 calendar 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 Department's designated location. (See *Official Bid Price Sheet*.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the Department's requested date. Extended delivery dates may be considered when in the best interest of the State.
- C. All deliveries **must** be made during normal State work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the Department. The Contractor **shall** give the Department immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- D. Loss or damage that occurs during shipping, prior to the order being received by the Department, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.
- E. The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the Department's purchase order.

2.4 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.

2.5 PERFORMANCE STANDARDS

- A. State law requires that qualifying contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- 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.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.

- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. 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.
- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.