



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

INVITATION FOR BID
SOLICITATION DOCUMENT

| SOLICITATION INFORMATION | | | |
|--------------------------|--|----------------------|---------------|
| Solicitation Number: | | Solicitation Issued: | Month xx,20xx |
| Description: | | | |
| Department: | | | |

| SUBMISSION DEADLINE | | | |
|---|----------------|-------------------|-------------------------|
| Bid Opening Date: | Month xx, 20xx | Bid Opening Time: | 0:00 p.m., Central Time |
| <p>Deliver sealed bids for this Invitation for Bid to the TSS Office of State Procurement on or before the submission deadline. Bids received after the submission deadline may be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.</p> | | | |

| DELIVERY OF RESPONSE DOCUMENTS | |
|--|---|
| Delivery Address and Bid Opening Location: | <p>Department of Transformation and Shared Services Office of State Procurement 501 Woodlane St., Ste. 220 Little Rock, Arkansas 72201-1023</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to TSS OSP's street address on a schedule determined by each individual provider. These providers will deliver to TSS OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p> |
| Bid's Outer Packaging: | <p>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.</p> <ul style="list-style-type: none"> Bid number Date and time of bid opening Prospective Contractor's name and return address |

| 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 – 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 [TSS Office of State Procurement \(TSS OSP\)](#) for the [\(DEPARTMENT\)](#) 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 LIVE BID OPENING

Use the information 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

1.3 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Solicitation* in writing via email by **4:00 p.m.**, Central Time on or before **date** to the [TSS OSP](#) buyer as shown on page one (1) of this *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 [TSS 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.
- B. The Prospective Contractor should notify the [TSS 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 [TSS OSP](#) buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by [TSS 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 [TSS OSP](#).

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. "Prospective Contractor" means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- C. The terms "Invitation For Bid", "IFB" 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 IFB.
- 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.

Specific terms for the product or service being requested.

1.5 SPECIFICATIONS

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

1.6 DELIVERY: FOB DESTINATION

Department of Finance and Administration
Administrative Services
P.O. Box 2485
Little Rock, AR 72203

- A. The Department 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 Department's designated location. (See Official Solicitation 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.

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

- B. 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.
- C. 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.
- D. The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the Department's purchase order.

1.7 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.

1.8 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.

- A. State law requires that 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. [Attachment A: Performance Standards](#) identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- 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.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 TYPE OF CONTRACT

- A. As a result of this IFB, TSS OSP intends to award a contract to a single Contractor.
- B. 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 (3) 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 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.

2.2 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.

2.3 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*. Signature may be ink or digital. (See *Bid Response Packet*.)
 - b. Completed *Bid Response Packet*, which **must** be in the English language.
 - c. One (1) original copy of the *Official Solicitation 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 Contract & Grant Disclosure Form*.
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - 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.

2.4 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 IFB by listing them on the

Exceptions Form (See Bid Response Packet), Prospective Contractor understands and agrees 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 Requirements Section(s) of this IFB.

2.5 ADDITIONAL TERMS AND CONDITIONS

- A. This IFB 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 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 2.5.A and 2.5.C.