



STATE OF ARKANSAS
ARKANSAS DEPARTMENT OF CORRECTIONS
1302 Pike Avenue, Suite C
North Little Rock, Arkansas 72114

INVITATION FOR BID

SOLICITATION INFORMATION			
Bid Number:	DOC-24-005	Solicitation Issued:	March 1, 2024
Description:	Chevrolet Tahoe SUV		
Agency:	Department of Corrections, Shared Services Construction Division		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	March 11, 2024	Bid Opening Time:	2:00 p.m., Central Time
Submissions for this Invitation for Bid must be submitted to the email address listed below designating the IFB number and "Response" in the subject line of the email.			

DEPARTMENT OF CORRECTIONS CONTACT INFORMATION			
DOC Contact:	Heather Bailey	Contact's Direct Number:	501.353.9153
Email Address:	Heather.bailey@arkansas.gov		
Bid Posting Website:	Office of State Procurement – Other Procurement Units		

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 Arkansas Department of Corrections (DOC or Department) for the Shared Services Construction Division to obtain pricing and contracts for a total of two (2), 2024 Chevrolet Tahoe SUVs or approved equivalent.

1.2 LIVE BID OPENING

Use the information below to view the bid opening online.

Microsoft Teams Meeting Link: [Click here to join the meeting](#)

Meeting ID: 280 840 490 679

Meeting Password: LJ49Ms

Dial-In Information: 501-244-3310

Phone Conference ID: 599 406 280#

1.3 CLARIFICATION OF SOLICITATION

- A. The Prospective Contractor **shall** notify the DOC Contact of any term, condition, or issue that precludes the Prospective Contractor from submitting a compliant, Responsive Bid. The Prospective Contractor 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.
- B. The Prospective Contractor may contact the DOC Contact with non-substantive questions at any time prior to the bid opening.
- C. Any oral statement by DOC will not be part of any contract resulting from this solicitation and may not reasonably be relied upon by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by DOC.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. “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.
- C. “Business Day” means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding [State Holidays](#).
- D. “Calendar Day” means every day on the calendar, including weekends and holidays.
- E. “Contractor” means a person who sells or contracts to sell commodities and/or services.
- F. The terms “Invitation For Bid,” “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- G. “Prospective Contractor” means a responsible bidder who submits a Responsive Bid in response to this solicitation.

- H. "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**" and "**must**" in the requirement.
- I. "Responsive Bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- J. "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.

1.5 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. All Prospective Contractors **shall** be licensed by the Arkansas Motor Vehicle Commission as allowed by Arkansas Code Annotated §23-112-301 and §23-112-312.
- B. Prospective Contractors **shall** have on file with the Office of State Procurement a current copy of their Arkansas Dealers License issued by the Arkansas Motor Vehicle Commission. Prospective Contractors should submit a copy of their Arkansas Dealers License with their Bid Response Packet but **must** submit a current copy of their Arkansas Dealers License issued by the Arkansas Motor Vehicle Commission prior to Anticipation to Award or within three (3) Business Days of a request by DOC or any other State Department.
- C. At the time of bid submission, the Prospective Contractor **shall** have in place all facilities, staff, and other operations necessary for providing the new vehicles listed in this IFB to DOC.

1.6 PROSPECTIVE CONTRACTOR REQUIREMENTS

The Prospective Contractor **shall** abide by all bid pricing requirements as stated within this IFB and the *Bid Response Packet*.

1.7 SCOPE OF WORK

The DOC Shared Services Construction Division plans to purchase two (2), 2024 Chevrolet Tahoe SUVs.

1.8 SPECIFICATIONS

- A. The vehicles **must** be new, and the latest model of proven performance, and in standard production by the manufacturer at the time of delivery.
- B. Optional equipment **must** be in addition to the Federal and State specifications for new vehicles.
- C. The vehicles **must** contain all standard items, normally included by the manufacturer, of the year, make, and model at no extra cost to the State.
- D. Features that come standard from the factory **must not** be deleted or charged as additional options.
- E. Pertaining to any specifications within the IFB which present approximate values, it is preferred that the Prospective Contractor exactly meets the number value(s) specified. However, if the Prospective Contractor does not meet the exact number values(s) specified, the Department of Corrections will have the final determination whether the bid will be acceptable.

1.9 MINIMUM SPECIFICATIONS

- A. At a minimum, the Chevrolet Tahoe SUVs **must** include all of the following components or component equivalents approved by DOC.

Quantity Needed:	Two (2)
Vehicle Type:	Chevrolet Tahoe SUV or approved equivalent
Package/Part ID	Description
1FL	Commercial/Fleet Preferred Equipment
5J3	Calibration, Surveillance, Mode Int. Lighting (SEO)
5J9	Calibration, Taillamp Flasher, Red/White
5LO	(SEO) Calibration, Taillamp Flasher, Red/Red
6C7	(SEO) Lighting, Red/White front, aux dome
6E8	Fleet Common Key System (SEO)
6J3	(SEO) Wiring – Grille Lamp and Speakers
6J4	(SEO) Wiring – Horn/Siren Circuit
6J7	(SEO) Flasher System, Headlamp and Tail lamp
6N5	(SEO) Rear Window Switches, Inoperative
6N6	(SEO) Rear Door Locks, Inoperative
7X3	(SEO) Spot lamp, left-hand LED
9C1	Police Package
A2X	Power Seat Adjuster (Driver's Side)
AMF	Remote Keyless Entry Package
AT6	Seat, 2 nd row 60/40 Bench, manual
ATD	Seat Delete: Third Row
ATH	Keyless Open and Keyless Start
AU7	Key common, fleet
AY0	Airbags – frontal, front seat side-impact and roof-rail
AZ3	Seats: Front 40/20/40 Split-Bench, Full Feature
BCV	(SEO) Calibration, Rear Door Auto Lock Disable
BG9	Floor Covering: Rubberized Vinyl, Black
BVE	Assist Steps, Black
C6G	GVW Rating 7,600 pounds
CJ2	Climate Control, Electronic – Multi-zone
DLF	Mirrors, O/S: Power, Heated
FE9	Federal Emissions
GU5	Rear Axle: 3.23 Ratio
H1T	1WT/1FL-Cloth, Jet Black, Interior Trim
IOR	Chevrolet Infotainment, 7" Color Screen
K34	Cruise Control
KC4	Cooler, Engine Oil
KI4	120 Volt Electrical Receptacle, In Cab
KNP	Transmission Cooling System
KX4	Alternator, 250 AMP
L84	Engine: 5.3L, EcoTec3 V-8, DI, Dynamic Fuel Mgt, V V T
MHU	Transmission, 10sp, 10L80 Gen 2
N37	Steering Column, Manual Tilt and Telescoping
PXT	Wheels: 20" Steel
R6J	Ship Thru Code Acknowledgement
R6Q	Processing Option
RC1	Skid Plate
RNQ	Wheel, 10" Full Size, Spare, Steel
T8Z	Buckle-to-Drive
TB4	Liftgate, Rear, Manual

U2J	SiriusXM Satellite Radio, Delete
UD5	Parking Assist, Front and Rear Sensors
UDA	Communication System, deactivated
UK3	Radio Controls-Steering Wheel
UN9	(SEO) Radio Suppression Package
UT7	(SEO) Ground Studs, Aux, Cargo Area Inside Liftgate
UTJ	Theft Protection System, Unauthorized Entry
UVB	Rear Vision Camera, HD
V03	Cooling System, Extra Capacity
V53	Luggage Rack Side Rails – None
WUA	Fascia, Front, Custom
XCS	Tire All 275/55R20 SL 113V BW AL3 VAR1
Z56	Chassis Package Police Conversion
Z82	Trailer Package

1.10 DELIVERY: FOB DESTINATION

Department of Corrections
 Attn: Theresa Spurlock
 7800 Corrections Circle
 Pine Bluff, AR 71603

- A. The Contractor **shall** contact Theresa Spurlock, Vehicle Manager at 870.850.8567 prior to delivery of the vehicle and **shall** follow up with an email to Ms. Spurlock (Theresa.spurlock@arkansas.gov) confirm delivery date and time.
- B. The bid price **must** include all shipping and handling costs.
- C. The Department requests delivery of vehicles within one hundred twenty (120) Calendar Days after receipt and acknowledgment of purchase order. If this delivery cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the order and/or place the commodity in the DOC's designated location. 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 Department.
- D. All deliveries **shall** be made during normal state work hours of 8:00 a.m. to 4:30 p.m. 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 Department assumes no liability for commodities produced, processed, or shipped in excess of the amount specified on the agency's purchase order.
- G. Bid prices **must** include prepaid delivery of all vehicles to DOC regardless of location within the State of Arkansas. If delivery time, stated for a particular vehicle is considered excessive by DOC, the bid for that vehicle may be rejected. Failure to deliver the vehicle within the stated time may result in cancellation of the order of vehicle(s). If cancellation occurs, DOC may purchase the vehicle(s) from another source and charge the difference, if any, to the defaulting Contractor.

1.11 BRAND NAMES OR MANUFACTURER MODEL NUMBERS

- A. Any brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired.
- B. Bids on brands of like nature and quality will be considered.
- C. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered.
- D. The Department reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the Department may require the bidder to supply additional descriptive material.
- E. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation.
- F. If the bidder takes no exception to specifications or reference data in this bid, the bidder will be required to furnish the product according to brand names, model numbers, and all other items specified in the invitation.

1.12 GUARANTY

- A. All items bid shall be newly manufactured, in first class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation.
- B. Units bid shall be currently advertised and produced model with all the latest standard features whether or not called for in these specifications, except where these specifications require substitution in lieu of manufacturer's standard.
- C. The successful contractor must supply one (1) set of service, parts, and operating manuals, if applicable.
- D. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished.
- E. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed.
- F. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration.
- G. The bidder's obligations under this section shall survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.

1.13 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.

1.14 BID PRICING SUBMISSION REQUIREMENTS

- A. Contractor **shall** abide by all bid pricing requirements as stated within this IFB and the Bid Response Packet.
- B. In the Bid Response Packet on page five (5) enter the alternate number of days, if applicable for delivery after receipt of purchase order, as referenced in IFB Section 1.10.C.

1.15 WARRANTY

- A. From date of delivery, each vehicle **must** be accompanied by a factory, comprehensive warranty for a minimum of thirty-six (36) months or thirty-six thousand (36,000) miles, whichever comes first. The warranty **must** certify that the vehicle is of good material and workmanship and that the replacement of any part or parts that fail under normal use within the designated period, free of negligence or accident, will be promptly repaired or replaced a **no cost** to DOC.
- B. If such failure renders the vehicle incapable of being driven, the Contractor **shall** be responsible for having the vehicle transported to their place of business. If such failure takes place outside of the Contractor's service area, the Contractor **shall** be responsible for reimbursing the nearest authorized dealer for services rendered under the warranty. Tires are exempt from this warranty but **must** be covered by the tire manufacturer's standard warranty and services provided by the local authorized dealer of the tire manufacturer.

1.16 ACKNOWLEDGEMENTS AND PAYMENTS

- A. Awarded Contractor **shall** send, to Theresa Spurlock, Theresa.spurlock@arkansas.gov, an order acknowledgement within ten (10) Calendar Days after receipt of the order.
- B. Upon delivery of the vehicle(s), the Contractor **shall** provide, to Theresa.spurlock@arkansas.gov, the original invoice, odometer statement, certificate of origin, and any other documentation required to license and pay sales tax on the vehicle(s).
- C. To ensure prompt payment, the Contractor **shall** provide, to Theresa.spurlock@arkansas.gov, a copy of the invoice and signature representative on a copy of the agency purchase order or any other receiving document and date received to the "bill to" address.

1.17 OPTIONS/ADDITIONAL OPTIONS

The agency may add additional options, and should be approved by the proper authorities, and be submitted on a separate purchase order.

1.18 INSPECTION AND TEST PROCEDURES

- A. The awarded Contractor **shall** be responsible for performing all inspections required herein.
- B. The Department of Corrections reserves the right to make any inspections on selected vehicles deemed necessary, for evaluation purposes, to ensure compliance with this specification.

1.19 PRE-DELIVERY REQUIREMENTS

- A. The vehicles being furnished to the Department of Corrections **must** be new and delivered as specified by this IFB.
- B. The vehicles **must** be furnished with all interiors, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment.
- C. The vehicles **must** be equipped with any-and-all safety equipment required by the State of Arkansas and/or applicable Federal Regulations.

- D. Any upgrades and/or additional equipment necessitated by selection of any listed option by DOC **must** be included in the prices of the bid, and no additional charge **shall** be made by the Contractor.
- E. The vehicles **must** be completely serviced, cleaned, and thoroughly inspected by the awarded Contractor prior to delivery to the Department of Corrections.
- F. Dealer advertisement **shall not** be on the vehicle purchased by the Department of Corrections. The following **shall** be accomplished by the Contractor prior to delivery:
 - 1. Complete lubrication.
 - 2. Fill crankcase with oil.
 - 3. Adjustment of engine to proper operating conditions.
 - 4. Inflate tires to proper pressure.
 - 5. Careful check to assure perfect operation of all mechanical features.
 - 6. Front end alignment and wheels balanced.
 - 7. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, and anything similar.
 - 8. Window price sticker **must not** be removed.
 - 9. Dealer insignia **shall not** be affixed to the vehicle(s).
 - 10. A minimum of five (5) gallons of fuel **must** be in each vehicle.
 - 11. Delivery **must** be during normal business hours, 8:00 a.m. to 4:30 p.m., Monday through Friday, Central Time, excluding [State Holidays](#).
 - 12. License plate holders **must** be installed on the front and rear of each vehicle.

1.20 REGISTRATION FEES

In accordance with Act 484 of 2009 and Act 351 of 2011, all Arkansas motor vehicle dealers are required to print and place Temporary Buyer's tags on all unregistered vehicles at the time of sale. Temporary Tag Fees will be ascertained and added to the Vehicle Registration Certificate Form. The Contractor **shall not** charge fees higher than the established amounts. Fees may be increased only as rate changes are imposed by the Arkansas Legislature.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 ISSUING AGENCY

The DOC Contact listed on page 1 of this IFB is the sole point of contact regarding the IFB throughout the solicitation process.

2.2 TYPE OF CONTRACT AND CONTRACTOR SELECTION

- A. As a result of this IFB, DOC intends to award a contract to multiple contractors.
- B. The award will be made to the lowest-bidding, responsible Prospective Contractor as a firm contract by line item.

2.3 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted electronically, in PDF format, to the DOC contact listed on page 1 of this solicitation. The Prospective Contractor **shall** provide in the subject line the bid number and “Response.” Should the Prospective Contractor omit adding the bid number and “Response” to the subject line, the bid will be rejected.

a. 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. Completed *Bid Response Packet*, which **must** be in the English language.
- iii. Completed Price sheet. Pricing **must** be proposed in U.S. dollars and cents and filled in on the *Official Solicitation Price Sheet*.
- iv. Completed *Subcontractors Form*, if needed.
- v. Completed *Specification Sheet provided by the Vehicle Manufacturer*.
- vi. Completed *Alternative Delivery Schedule* on page 5 of the *Bid Response Packet*.

b. *EO 98-04 Contract and Grant Disclosure Form*.

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

2. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.4 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor **shall** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.

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.

SECTION 3 – TERMS AND CONDITIONS

Prime Contractor Responsibility. A single Prospective Contractor must be identified as the prime contractor. The prime contractor shall be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for performance thereof.

Award Process – Negotiations (IFB). (1) If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State. (2) If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time as the State decides not to move forward with an award.

Award Process – Anticipation to Award (IFB). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (IFB). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Award Process – Negotiations (RFP). (1) If the State so chooses, it may conduct discussions for the purposes of negotiation or clarification. (2) Negotiation is optional and conducted at the sole discretion of the State. (3) Negotiation may be conducted contemporaneously with all responsible offerors determined to be reasonably susceptible to being selected for award or in serial fashion beginning with the highest-ranked Prospective Contractor and proceeding to the next highest-ranked Prospective Contractor. The negotiation process may be repeated until the State awards a contract, gives notice of anticipated award, or until the State decides to conclude negotiations. (4) The State may elect to request best and final offers.

Award Process – Anticipation to Award (RFP). (1) Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website under Other Procurement Units. (2) Anticipated awards will generally be posted for a period of fourteen (14) calendar days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are only anticipated awards and are subject to protest. (3) It is the responsibility of Prospective Contractors to check the OSP website under Other Procurement Units for the posting of Anticipation to Award.

Award Process – Issuance of Contract (RFP). Any resultant contract of a *Solicitation* is subject to State review and approval processes, which may include Legislative review, prior to award.

Pricing. (1) Prospective Contractors shall include all pricing as requested in the solicitation, which may include filling out an *Official Solicitation Price Sheet* attached to the solicitation posting. If any cost is not identified by the successful Contractor but is subsequently incurred in order to perform its contractual obligations, the Contractor shall bear this additional cost. (2) If the *Official Solicitation Price Sheet* does not allow for accurate pricing, please notify the buyer at least seventy-two (72) hours prior to the solicitation submission deadline. (3) Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. (4) Prices shall be firm offers and shall not be subject to escalation unless otherwise specified in the *Solicitation*. (5) "Discount from list" bids or proposals are not acceptable unless requested in the *Solicitation*. (6) Do not include State or local taxes in the price. Trade discounts should be deducted from the unit price and the net price should be shown in the *Solicitation*. (7) DO NOT submit any ancillary information not related to actual pricing on or with bid or proposal response.

Independent Price Determination. (1) By submission of a bid or proposal, the Prospective Contractor represents and warrants that the prices in the bid or proposal have been arrived at independently, without any collusion with another competing Prospective Contractor. (2) Collusion violates Arkansas Procurement Law. Not only can it lead to suspension or debarment, but it can also be referred to the Attorney General's office for investigation and appropriate legal action.

Past Performance. In accordance with the provisions of Arkansas Procurement Law, specifically TSS OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective

Contractor is “responsible.” Bids or proposals submitted by Prospective Contractors determined to be non-responsible will be rejected.

Proprietary, Confidential, and Exempt Information. (1) Submission documents pertaining to the *Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). (2) In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding and sealed proposal process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets, personally identifiable information, and other information exempt from public disclosure pursuant to FOIA. (3) Under no circumstances will pricing information submitted in response to an invitation for sealed bids or request for sealed proposals be designated as confidential after the sealed bids or sealed proposals have been opened. (4) Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid or proposal. By so redacting any information contained in the bid or proposal, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA. (5) If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit a complete copy of the submission documents from which any proprietary, confidential, or exempt information has been redacted within their bid or proposal response. Except for the redacted information, the redacted copy must be identical to the non-redacted bid or proposal response, reflecting the same pagination and showing the space from which information was redacted. (6) The Prospective Contractor is responsible for identifying all proprietary, confidential, and exempt information and for ensuring it is protected against restoration of redacted data. (7) The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record. (8) The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor’s confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

Caution to Prospective Contractors. (1) Prior to any contract award, address all communication concerning the *Solicitation* through the buyer listed on page one (1) of the solicitation document. (2) Do not alter any language in any solicitation document provided by the State. (3) Do not alter any pricing documents provided as part of any solicitation document provided by the State. (4) As requested, provide clarification regarding Prospective Contractor’s bid or proposal response. (5) Qualifications and proposed services must meet or exceed the required specifications as set forth in the *Solicitation*. (6) Prospective Contractors may submit multiple bids or proposals.

Quantities. Quantities stated in a *Solicitation* for term contracts are estimates only and are not guaranteed. Contractor must bid or propose unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the State.

Guaranty. All items bid or proposed shall be newly manufactured and merchantable, unless otherwise expressly indicated in the *Solicitation*. By submitting a bid or proposal, the Prospective Contractor implicitly represents and warrants that any goods it sells to the Department under a resulting contract shall be merchantable.

Samples. Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the Prospective Contractor’s name and address, bid/proposal or contract number, and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Prospective Contractor’s expense. After reasonable examinations, all demonstrators will be returned at Prospective Contractor’s expense. Tests may be performed on samples or demonstrators submitted with the bid/proposal or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used and the reasonable cost to the testing shall be borne by the Contractor.

Brand Name References. Unless otherwise specified in the *Solicitation*, any catalog brand name or manufacturer reference used in the *Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids or proposals on brands of like, nature, and quality will be considered. If bidding or proposing on other than referenced specifications, the bid or proposal must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer’s illustrations and complete descriptions of the product offered. The State shall have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Prospective Contractor to supply additional descriptive material. The Prospective Contractor shall guarantee that the product offered will meet or exceed specifications identified in the *Solicitation*. Prospective Contractors not bidding

or proposing an alternate to the referenced brand name or manufacturer shall be required to furnish the product according to brand names, numbers, etc. as specified in the solicitation.

Amendments. Prospective Contractor's bids or proposals cannot be altered or amended after the bid or proposal opening except as permitted by law or rule.

Addendums. (1) Only an addendum written and authorized by the State will modify the *Solicitation*. (2) An addendum posted within three (3) calendar days prior to the bid or proposal opening may extend the bid or proposal opening and may or may not include changes to the *Solicitation*. (3) The Prospective Contractor is expected to check the OSP website under Other Procurement Units for any and all addenda up to bid or proposal opening.

P-Card Acceptance. (1) Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. (2) Price changes or additional fee(s) must not be levied against the Stat when accepting the p-card as a form of payment. (3) VISA is not the exclusive method of payment.

Minority and Women-Owned Business Policy. (1) A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of Arkansas who is: African American, American Indian, Asian American, Hispanic American, Pacific Islander American, a Service-Disabled Veteran as designated by the United State Department of Veteran Affairs. (2) A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State. (3) The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page or Proposal Signature Page*.

Equal Opportunity Policy. (1) In compliance with Arkansas Code Annotated § 19-11-105, the State must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. (2) *EO Policies* should be included with the bid or proposal response. (3) Prospective Contractors who are not required by law to have an *EO Policy* must submit a written statement to that effect.

Prohibition of Employment of Illegal Immigrants. (1) Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services shall certify that they do not employ or contract with illegal immigrants. (2) By signing and submitting a response to a *Solicitation*, Prospective Contractors agree and certify that they do not employ or contract with illegal immigrants. If selected for award, the Prospective Contractor certifies that they shall not employ or contract with illegal immigrants during the aggregate term of the contract.

Restriction of Boycott of Israel. (1) Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel. (2) This provision does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business. (3) By checking the designated box on the Bid Signature Page or Proposal Signature Page of the response packet, the Prospective Contractor agrees and certifies that Prospective Contractor does not and shall not boycott Israel for the duration of the contract.

Prohibition of Public Entities from Contracting with Companies that Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries. Pursuant to Arkansas Code Annotated § 25-1-1001, Contractor(s) providing services shall certify that they do not and will not engage in a boycott of energy, fossil fuel, firearms, or ammunition industries and shall not boycott those industries for the aggregate term of the contract.

Discrimination. In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, a Contractor agrees that: (a) the Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations and advertisements for employees, the Contractor shall state that all qualified applicants shall receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated, or suspended in whole or in part; (e) the Contractor shall include the provisions of above items (a) through (d) in every subcontract so that such provisions shall be binding upon such subcontractor or Contractor.

Contingent Fee. By submitting a bid or proposal, the Prospective Contractor represents and warrants that the Prospective Contractor has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.

Compliance with State Shared Technical Architecture Program. The Prospective Contractor's solution must comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.transform.ar.gov/information-systems/policies-standards/> and <https://www.transform.ar.gov/information-systems/policies-standards/standards>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

BID RESPONSE PACKET
DOC-24-005

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION				
Company:				
Address:				
City:		State:		Zip Code:
Business Designation:	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Public Service Corp	
	<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation	<input type="checkbox"/> Nonprofit	
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable	<input type="checkbox"/> American Indian	<input type="checkbox"/> Service-Disabled Veteran	
	<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic American	<input type="checkbox"/> Women-Owned	
	<input type="checkbox"/> Asian American	<input type="checkbox"/> Pacific Islander American		
	AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>			
PROSPECTIVE CONTRACTOR CONTACT INFORMATION				
<i>Provide contact information to be used for solicitation related matters.</i>				
Contact Person:		Title:		
Phone:		Alternate Phone:		
Email:				
CONFIRMATION OF REDACTED COPY				
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Solicitation Terms and Conditions for additional information.</i>				
ILLEGAL IMMIGRANT CONFIRMATION				
By signing and submitting a response to this <i>Solicitation</i> , Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants and shall not employ or contract with illegal immigrants during the term of a contract awarded as a result of this solicitation.				
ISRAEL BOYCOTT RESTRICTION CONFIRMATION				
By checking the box below, Prospective Contractor agrees and certifies that they do not boycott Israel and shall not boycott Israel during the term of a contract awarded as a result of this solicitation.				
<input type="checkbox"/> Prospective Contractor does not and shall not boycott Israel.				

An official authorized to bind the Prospective Contractor to a resultant contract shall sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Solicitation* may cause the Prospective Contractor's proposal to be rejected.

Authorized Signature: _____ Title: _____

Printed/Typed Name: _____ Date: _____

SUBMISSION REQUIREMENTS CHECKLIST

The following items **must** be submitted with the Prospective Contractor's bid response:

- Bid Signature Page*
- Proposed Subcontractors Form*, if needed
- Completed *Official Solicitation Price Sheet*
- Completed *Alternative Delivery Schedule* on page 5 of this document.
- Completed *Specification Sheet provided by the Vehicle Manufacturer for each vehicle*
- EO 98-04: *Contract and Grant Disclosure Form*
- Copy of Prospective Contractor's *Equal Opportunity Policy*

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or print the following information

SUBCONTRACTOR'S COMPANY NAME	STREET ADDRESS	CITY, STATE, ZIP

PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE SUBCONTRACTORS TO PERFORM SERVICES.

ALTERNATE DELIVERY SCHEDULE

Per IFB item 1.10.C:

The agency requests delivery within one hundred twenty (120) calendar days or earlier after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **shall** state below the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. 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.

Alternate Delivery: _____ Days after receipt of order.

**Official Solicitation Price Sheet
DOC-24-005 - Chevrolet Tahoe SUV**

Dealer:

2024, Chevrolet Tahoe SUVs or Approved Equivalent		
Vehicle Type	Vehicle Size, Color	Cost
Vehicle 1		
Vehicle 2		
	Total	\$ -

* If contractor cannot supply all vehicles, please submit for the vehicles you are able to get..



STATE OF ARKANSAS
DEPARTMENT OF CORRECTIONS
1302 Pike Avenue, Suite C
North Little Rock, Arkansas 72114

ADDENDUM 1

TO: Vendors Addressed
FROM: Heather March 5, 2024
SUBJECT: DOC-24-005

The following change(s) to the above-referenced IFB have been made as designated below:

- Change of specification(s)
- Additional specification(s)
- Change of bid opening time and date
- Cancellation of bid
- Other

CHANGE OF SPECIFICATIONS

ADDITIONAL SPECIFICATIONS

Add to 1.9.A:

The vehicle **must** be black in color and should be a 4 x 4 or AWD.

BID OPENING DATE AND TIME

The specifications by virtue of this addendum become a permanent addition to the above referenced RFP. Failure to return this signed addendum may result in rejection of your bid response.

If you have any questions, please contact Heather Bailey at Heather.Bailey@arkansas.gov.

Company: _____

Signature: _____

Date: _____