



**STATE OF ARKANSAS**  
**OFFICE OF STATE PROCUREMENT**  
1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

**INVITATION FOR BID**  
**BID SOLICITATION DOCUMENT**

IFB Number: <b>SP-18-0001</b>	Buyer: <b>John Leverett</b>
Commodity: <b>Vehicles – 2018 or Newer; 07006, 07051, 07093</b> Agency: <b>Statewide</b>	Bid Opening Date: <b>August 29, 2017</b>
Date Issued: <b>August 4, 2017</b>	Bid Opening Time: <b>1:00 pm Central Time</b>

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<b>MAILING ADDRESS:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222  TELEPHONE NUMBER: 501-324-9316	<b>BID OPENING LOCATION:</b> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: \_\_\_\_\_

Name (type or print): \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

**USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED**

Business  
(check one):

Designation ☐ Individual

☐ Sole Proprietorship

☐ Public Service Corp

☐ Partnership

☐ Corporation

☐ Government/ Nonprofit

TYPE OF CONTRACT:	Term
CONTRACT PERIOD:	One year from date of award

- 1. MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

☐ African American
 ☐ Hispanic American
 ☐ American Indian
 ☐ Asian American
 ☐ Pacific Islander American
 ☐ Service Disabled Veteran

Arkansas Minority Certification Number \_\_\_\_\_

- 2. EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
- 3. ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents **shall not** be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it **must** be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.
- 4. REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
- 5. DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
- 6. ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

7. **ANTICIPATION TO AWARD:** After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

8. **PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.
9. **VISA ACCEPTANCE:** Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
10. **EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
11. **CURRENCY:** All bid pricing **must** be United States dollars and cents.
12. **LANGUAGE:** Bids **will only** be accepted in the English language.

## **SECTION 1 - GENERAL INFORMATION**

### **1.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the State of Arkansas to obtain pricing and a statewide contract which the State and cooperative purchasing program participants may use to purchase new automobiles, vans, trucks and alternative fuel vehicles.

### **1.2 ISSUING AGENCY**

**The issuing office is the sole point of contact in the State for the selection process.** Vendor questions regarding IFB related matters should be made through the State's buyer, John Leverett at 501-683-2222 or email: [john.leverett@dfa.arkansas.gov](mailto:john.leverett@dfa.arkansas.gov) Vendor's questions **will** be answered as a courtesy and at vendor's own risk.

### **1.3 CAUTION TO BIDDERS**

1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** If the Office of State Procurement requests additional copies of the bid, they **must** be delivered within twenty-four (24) hours of request.
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids **will** be rejected for one or more reasons not limited to the following:
  - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
  - b. Failure to sign an Official Bid Document.
  - c. Failure to complete the Official Bid Price Sheet(s).
  - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
  - e. Failure of any proposed goods or service to meet or exceed the specifications.

**All bidders must be licensed by the Arkansas Motor Vehicle Commission to be awarded.**

**Bidders should have on file with the Office of State Procurement a current copy of their dealership license issued by the Arkansas Motor Vehicle Commission. Bidders must submit a current copy of their dealership license issued by the Arkansas Motor Vehicle Commission prior to Anticipation to Award.**

### **1.4 BID FORMAT**

Any statement in this document that contains the word "**will**", "**must**" or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

### **1.5 TYPE OF CONTRACT**

Any resulting contract **will** be a one (1) year **TERM** contract from the date of award. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one year terms or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

### **1.6 PAYMENT AND INVOICE PROVISIONS**

All invoices **shall** be forwarded to the: agency or cooperative purchasing program participants issuing the purchase order. Attention: Accounts Payable.

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the ordering entity. The State may not be invoiced in advance of delivery and acceptance of any vehicle. Payment will be made only after the contractor has successfully satisfied the ordering agency/cooperative purchaser as to the goods purchased. Vendors should invoice the ordering agency/cooperative purchaser with an itemized list of charges. **Purchase Order Number and/or Contract Number should be referenced on each invoice.**

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

**1.7 RECORD RETENTION**

The Contractor **will** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

**1.8 PROPRIETARY INFORMATION**

Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and will be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

**1.9 RESERVATION**

This IFB does not commit the State Procurement Official to award a contract(s), to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for commodities or services.

**1.10 PRIME CONTRACTOR RESPONSIBILITY**

1. A single vendor must be identified as the prime contractor.
2. 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 the performance thereof.

**1.11 CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
  - a. Upon default, to pay all sums to become due under a contract.
  - b. To pay damages, legal expenses or other costs and expenses of any party.
  - c. To continue a contract once the equipment has been repossessed.
  - d. To conduct litigation in a place other than Pulaski County, Arkansas
  - e. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
  - f. To indemnify and defend that party for any liability and damages.
2. A party wishing to contract with the State of Arkansas should:
  - a. Remove any language from its contract which grants to it any remedies other than:
    - i. The right to possession.
    - ii. The right to accrued payments.
    - iii. The right to expenses of deinstallation.
    - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
    - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
  - b. Include in its contract that the laws of the State of Arkansas govern the contract.
  - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

**1.12 CONDITIONS OF CONTRACT**

The successful bidder(s) **shall** at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder(s) **shall** indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon

the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful bidder.

**1.13 STATEMENT OF LIABILITY**

The State will demonstrate reasonable care but **shall not** be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor(s) is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

**1.14 AWARD RESPONSIBILITY**

The State Procurement Official will be responsible for award and administration of any resulting contract(s).

**1.15 PUBLICITY**

News release(s) by a vendor pertaining to this IFB or any portion of the project **shall not** be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

**1.16 AWARD CRITERIA**

This Invitation for Bid will be awarded by **line item** to the lowest responsive, responsible bidder.

Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

Option prices may be a determining factor in the award of this contract.

**1.17 DELEGATION AND/OR ASSIGNMENT**

The vendor **shall not** assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor **shall not** delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

**1.18 COST**

All charges **must** be included on the **Official Vehicle Specifications & Pricing Spreadsheets** and **must** include all associated cost for the goods being bid. Bid pricing **must** be valid for 90 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

**NOTE:**

1. The State **shall not** be obligated to pay any costs not identified on the Official Vehicle Specifications & Pricing Spreadsheets.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve contract completion **shall** be borne by the bidder.

**1.19 PRICE INCREASES**

Bid price **must** stay firm for the term of contract. Price increases may be allowed in six (6) month increments if the manufacturer has a general price increase on any model on the contract. However, the price increase must be documented by a letter from the manufacturer and only that amount will be allowed. The successful vendor(s) **must** guarantee that the ordering entity will receive the full general price decrease or rebate amount the manufacturer offers on any vehicle(s) within this contract. Any rebate or other incentive must be divulged to OSP as soon as known.

**1.20 DELIVERY TO STATE AGENCIES, FOB DESTINATION  
BID PRICE MUST INCLUDE ALL SHIPPING AND HANDLING COSTS.**

Bid prices **must** include delivery of all vehicles to the ordering agency regardless of location within the State of Arkansas. Bidder **must** state approximate delivery days for each vehicle in the space provided. If delivery time stated for a particular vehicle is considered excessive by the Office of State Procurement, 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, the Office of State Procurement may purchase the vehicle(s) from another source and charge the difference (if any) to the defaulting contractor.

Destination address will be specified on purchase order.

The State requires delivery within 60 days after receipt of the order. If this delivery date cannot be met, the bidder **must** state the number of days required to place the commodity in the ordering entity's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the ordering entity's requested date. Extended delivery dates may be considered when in the best interest of the state.

Delivery \_\_\_\_\_ days after receipt of order.

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 agency. The vendor shall give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.

Loss or damage that occurs during shipping, prior to the order being received by the agency, is the vendor's responsibility. All orders should be properly packaged to prevent damage during shipping.

#### 1.21 CANCELLATION

a) For Cause. The State may cancel any contract resulting from this solicitation for cause when the contractor fails to perform its obligations under it by giving the contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the contractor in writing of the reasons why the State is considering cancelling the contract and provide the contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.

b) For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.

If upon cancellation the contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

## **SECTION 2 – VEHICLE & DEALERSHIP INFORMATION**

### **2.1 SCOPE OF WORK**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the purpose of purchasing new automobiles, vans, trucks and alternative fuel vehicles. Actual quantities of vehicles that will be ordered are unknown at this time.

### **2.2 SPECIFICATIONS**

All vehicles **shall** be new and **shall** be the latest model of proven performance and in standard production by the manufacturer at time of delivery. Bidder's offering **must** conform to the State of Arkansas specifications referenced herein. Specifications for these vehicles are a minimum requirement and bidders may bid more than one (1) model for each vehicle type, but they **must** meet or exceed the minimum specifications.

### **2.3 WARRANTY**

From date of delivery, each vehicle **shall** be accompanied with a warranty for a minimum of thirty-six (36) months or thirty-six thousand (36,000) miles, whichever comes first. Warranty **shall** 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 at NO cost to the agency, institution, or other public entity that purchased the vehicle.

If such failure renders the vehicle incapable of being driven, the supplier **will** be responsible for having the vehicle transported to their place of business. If such failure takes place outside the supplier's service area, the supplier **will** be responsible for reimbursing the nearest authorized dealer for services rendered under this 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.

**NOTE: THIS WARRANTY, AS IT APPLIES TO POLICE PURSUIT VEHICLES, STARTS WHEN THE VEHICLE IS PUT IN SERVICE NOT THE DELIVERED DATE.**

### **2.4 ACKNOWLEDGEMENTS AND PAYMENTS**

Awarded vendors **must** send, to the ordering entity, an order acknowledgement within ten (10) days after receipt of order. Upon delivery of the vehicle, the vendor is required to provide original invoice, odometer statement, certificate of origin and any other documentation required to license and pay sales tax on vehicle. To ensure prompt payment, vendor **must** provide a copy of the invoice and the signature of ordering entity's representative on a copy of the purchase order or any other receiving document and date received to the "bill to address".

### **2.5 DEALERSHIP REQUIREMENTS**

Bidders **must** hold a valid license issued by the Arkansas Motor Vehicle Commission as allowed by Arkansas Code §23-112-301 and §23-112-312 and should submit a copy of their Arkansas Dealership License with their bid submittal.

Bidders **must** submit a current copy of their Dealership License issued by the Arkansas Motor Vehicle Commission prior to Anticipation to Award.

### **2.6 CONTRACT QUARTERLY USAGE REPORT**

Awarded Vendor(s) **shall** provide to the Office of State Procurement a contract usage report, in Excel format. This report will reflect the total sales of each vehicle ordered against the contract. The report will include the item number, quantities sold, manufacturer, and model of vehicle, name of state agency or cooperative purchasing agency.

**Primary Contact:** John Leverett  
Phone: 501-683-2222 Fax: 501-324-9311  
E-mail: [john.leverett@dfa.arkansas.gov](mailto:john.leverett@dfa.arkansas.gov)

**Participating Entity:** Arkansas Office of State Procurement  
1509 West 7<sup>th</sup> Street, Room 300  
Little Rock, AR 72201-4222



**Contract Quarterly Reporting Schedule Requirements:**

Due April 30: (1<sup>st</sup> Quarter) January 1 through March 31

Due July 31: (2<sup>nd</sup> Quarter) April 1 through June 30

Due October 31: (3<sup>rd</sup> Quarter) July 1 through September 30

Due January 31: (4<sup>th</sup> Quarter) October 1 through December 31

### **SECTION 3 – STATE OF ARKANSAS AGENCY GUIDELINES**

#### **3.1 ORDERING VEHICLES**

##### **Agency 0035 and Agencies 0100 through 0995:**

Requests for all vehicles less than 1 ton, as defined by Arkansas Code Annotated of 1987 section §22-8-206, will be approved, and POs will be created, by the DFA Office of Administrative Services for agency 0035 and agencies 0100 through 0995, unless they are exempt. All agencies, except constitutional agencies and offices, must have an approved MV-6.

3.1.1 **Ordering** - A state agency will provide the appropriate documents, including fund information (Note: For AASIS participating agencies, that means asset shell and fund information.), if required, to DFA Office of Administrative Services. The Office of Administrative Services will prepare the requisition and PO to order the vehicle(s).

3.1.2 **Vehicle Options** - Purchasers shall select from the available options listed for the vehicle they wish to purchase and include the following information in their purchase request:

- a. Vehicle item number.
- b. Option code and description for each vehicle option selected.

3.1.3 **Exclusivity** - These specifications shall, until revised or rescinded by the Office of State Procurement, apply to each future purchase and/or contract of those commodities described herein.

#### **3.2 ONE TON VEHICLES OR GREATER**

Except for agencies that are exempt, it is required when agencies are ordering One (1) Ton vehicles or greater, not included on this contract, that the original approved MV-6 form and a copy of the agency purchase requisition be sent to the Office of State Procurement, Attn: Vehicle Buyer.

#### **3.3 OTHER VEHICLES**

Vehicles, which do not conform to the State of Arkansas Standard Specifications included with this bid and have been approved for purchase, will be bid on an individual basis.

#### **3.4 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. Vendors may not charge fees higher than the established amounts. Fees may be increased only as rate changes are imposed by the Arkansas Legislature.

## **SECTION 4 – COOPERATIVE PURCHASING PROGRAM PARTICIPANTS**

### **4.1 SELLING TO COOPERATIVE PURCHASING PROGRAM PARTICIPANTS**

**OPEN-ENDED COOPERATIVE PURCHASING AGREEMENT:** Any contract resulting from this solicitation is an open-ended state public procurement unit contract that is made available to local public procurement units. The contractor shall sell its goods or services to any public procurement unit, state or local, under the terms and conditions of the contract that results from this solicitation. Any public procurement unit, state or local that wishes to purchase goods or services from the contractor under the terms and conditions of the contract that results from this solicitation may do so.

### **4.2 COOPERATIVE PURCHASING PROGRAM PARTICIPANTS NOTE**

In order to provide the discounted prices offered in this procurement package to both the State and the cooperative purchasing program participants, the vehicle bidders must receive timely payment, payment for partial shipment on multiple vehicle orders, and have all required approvals obtained prior to order placement. (All these conditions are being met by state agencies that are required to have sufficient funds and approvals before orders are placed and to make prompt payment for vehicles as received.) It is incumbent upon cooperative purchasing participants to have all approvals obtained and funds available to complete the purchasing transaction in a prompt manner. Most of the dealers have fifteen (15) days from the time a vehicle leaves the factory to pay the manufacturers. In order to continue to receive the fleet pricing, you must ensure prompt payment for each vehicle as it is received.

### **4.3 DELIVERY TO ARKANSAS COOPERATIVE PURCHASING PROGRAM PARTICIPANTS, FOB: VENDOR (DEALERSHIP)**

Arkansas cooperative purchasing participants will have the option to pick up vehicle(s) at the dealership location or have vehicle(s) delivered to the ordering entity's location. Vendor may charge a one-way fee per mile added to the delivered vehicle(s). If vendor is charging CO-OP participants, the delivery fee must be included in the bid submission located on the 2018 OFFICIAL VEHICLE SPECIFICATIONS & PRICING SPREADSHEETS document.

## **BID SUBMISSION REQUIREMENTS**

Prior to the bid opening time and date, vendors **must submit** one (1) “**hard copy**” original bid, SP-18-0001, **signed in ink** and one (1) “**hard copy**” of the **Official Vehicle Specifications & Pricing Spreadsheets**. Vendor should submit one (1) “**electronic copy**” of the **Official Vehicle Specifications & Pricing Spreadsheets**, in Excel format, on CD-ROM or USB flash drive. Bidders should also submit a manufacturer’s specification sheet for each vehicle they bid. All required submissions may be included in one sealed bid packet.

The respondent is responsible for ensuring that the electronic copy is identical to the original hard copy. In the event of pricing discrepancies or a CD-ROM/USB flash drive malfunction, the hard copy pricing will prevail. All pricing **must** be submitted on the **Official Vehicle Specifications & Pricing Spreadsheets**.

### **OFFICIAL VEHICLE SPECIFICATIONS & PRICING SPREADSHEETS – INSTRUCTIONS**

Download: **Official Vehicle Specifications & Pricing Spreadsheets**. Included are Excel spreadsheet items: 1, 6, 7, 21, 30, 31, 33, 34, 35, 36, 37, 41, 42, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 57, 60, 61, 62, 68, 69, 70, 71, and 72.

Locate the **Item tab bar** at the bottom of the spreadsheet. There are a total of 64 item tabs and a Table of Contents tab. Each vehicle item number has a **Base Tab** and an **Options Tab**.

**NOTE:** Pricing blanks, designated by a dollar sign (\$), **must** be filled in to indicate a bid price.

#### **Bidding a vehicle:**

1. Click on the **Table of Contents Tab**
2. While in the Table of Contents Tab, OSP requests that the bidder enter their “**Dealership Name**” at the top of the spreadsheet. (Entering name at the top of the spreadsheet **first** will cause the name to automatically appear on all items.)

**NOTE:** Entering dealership name will not replace the need for an original signature, in ink, on hard copy of the bid.

**NOTE:** For your convenience, clicking on the hyperlinked item numbers will take you directly to the corresponding spreadsheets.

3. Click on each **Item Base Tab** to bid.
4. Dealer **must** enter Vehicle Make & Model and the **VEHICLE BID PRICE** on all items bid.
5. If charging CO-OP participants, a one way, per mile, delivery fee, a price **must** be entered in the “CO-OP Purchasing One Way Delivery Charge” blank.
6. Click on the **Item Options Tab**.
7. Enter prices for all available options. A minus sign (-) should be placed before deduct amounts. Bidder **must** fill in all price blanks for optional equipment with either a **Price**, **N/A** (not available), **N/C** (no charge) or **Standard**. Options that are left blank will be deemed to be not available.

**ATTENTION:** Bids submitted in any other format shall be considered non-responsive and removed from further consideration of award.

**VEHICLES – NEW**

All vehicles bid **shall** be new.

**INSPECTION AND TEST PROCEDURES**

Responsibility for Inspection - Unless otherwise specified, the awarded vendor will be responsible for performing all inspections required herein. The Office of State Procurement reserves the right to make any inspections on selected vehicles deemed necessary, for evaluation purposes, to insure compliance with this specification.

**PRE-DELIVERY REQUIREMENTS**

All vehicles furnished to the State of Arkansas **shall** be new and delivered as specified by the Invitation For Bid (IFB). Vehicles **shall** be furnished with all interior, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment. Vehicles **shall** also be equipped with any and all safety equipment required by the State of Arkansas and/or applicable Federal Regulations. Any upgrades and/or additional equipment necessitated by selection of any listed option by the ordering entity **shall** be included in the prices bid, and no additional charge **shall** be made by the vendor.

Each vehicle **shall** be completely serviced, cleaned, and thoroughly inspected by the awarded vendor prior to delivery to the purchasing entity. **No dealer advertisement** shall be on any vehicle purchased by the State of Arkansas. The following **must** be accomplished by the vendor prior to delivery:

- a. Complete lubrication.
- b. Fill crankcase with oil.
- c. Adjustment of engine to proper operating conditions.
- d. Inflate tires to proper pressure.
- e. Careful check to assure perfect operation of all mechanical features.
- f. Front end alignment and wheels balanced.
- g. Cleaning of vehicle, if necessary, and removal of all unnecessary tags, stickers, papers, etc.

**Window price sticker shall not be removed.**

- h. No dealer's insignia shall be affixed to vehicle.
- i. A minimum five gallons of fuel in each vehicle.
- j. Delivery **shall** be during normal working hours, 8 A.M. to 4 P.M., Monday through Friday.
- k. License plate holders installed, front and rear.

## **STANDARD TERMS AND CONDITIONS**

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Proposal Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Proposal Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Multiple proposals **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Vendor **must** bid 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 ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. 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. 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 vendor to supply additional descriptive material. The vendor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Vendors not bidding 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.
- 7. **GUARANTY:** 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 Solicitation*. The vendor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The vendor **shall** further guarantee that if the items furnished hereunder are to be installed by the vendor, such items **shall** function properly when installed. The vendor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The vendor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the vendor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at vendor's expense. After reasonable examination, all demonstrators will be returned at vendor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid 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 of the testing **shall** be borne by the vendor.
- 10. **AMENDMENTS:** Vendor's proposals cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful vendor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful vendor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the vendor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **shall** be borne by the vendor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the vendors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the contractor's expense to the F.O.B. point provided by the agency or by OSP. Vendor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the contractor has provided services which the State has accepted, the contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the vendor agrees that: (a) the vendor **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 or advertisements for employees, the vendor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the vendor 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 vendor 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 vendor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or vendor.
25. **CONTINGENT FEE:** The vendor guarantees that he 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 vendor for the purpose of securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the vendor named on the *Proposal Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

- 27. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.