

Arkansas Rehabilitation Services
525 West Capitol Avenue
Little Rock AR 72201

COMPETITIVE BID (CB)

Bid Number:	ARS-17-0014	*Bid Opening Date:	May 10, 2017
Commodity Description:	Educational Services	*Bid Opening Time:	8:00 am Central Time

AGENCY'S CONTACT INFORMATION

Name:	Christy Lamas	Phone:	(501) 852-1291
Fax:	(501)730-9728	Email:	christy.lamas@arkansas.gov

Instructions:

- Bids should be submitted by the time and date specified above.
- Faxed bids are acceptable and may be faxed to the number shown above.
- Email bids are acceptable and may be sent to the email address above.
- The vendor should provide the information below.

MAILING ADDRESS:	BID OPENING LOCATION:
Arkansas Rehabilitation Services 1150 North Museum Road #103 Conway, AR 72032	Arkansas Rehabilitation Services 1150 North Museum Road #103 Conway, AR 72032

VENDOR INFORMATION

Company Name: _____

Name (type or print): _____ Title: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature:

Use Ink Only.

Business Designation (check one):	Individual [] Partnership []	Sole Proprietorship [] Corporation []	Public Service Corp [] Government/ Nonprofit []
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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.

All bid pricing must be United States dollars and cents.

Bids will only be accepted in the English language.

COST

All charges **should** be included on the Official Bid Price Sheet(s) which includes all associated costs (including but not limited to delivery, freight etc.) for the goods or services being bid. Do not include sales taxes in unit prices. Bid pricing should be valid for 30 days following CB opening to allow sufficient time to tabulate and evaluate bid responses.

SCOPE OF WORK

1. Provide a summer camp experience to 15 students with significant disabilities ages 14 to 18 in Ft. Smith to begin the first Monday in June, 2017.
2. Facilitate a 5 day a week camp to run 5 hours a day for no less than 5 weeks.
3. Ensure that the following level of experience and education are met:
 - a. The staff planning and implementing the training must have at least have the Certified Rehabilitation Counselor credential and have experience with transition programs and in accommodating the needs of students with disabilities.
 - b. The Agency Director overseeing the overall program must be a PhD. working in the field of supporting persons with disabilities, disability awareness, access, and independence.
4. Provide an application process for camp entry that coincides with the Pre-Employment Transition criteria of Arkansas Rehabilitation Services (ARS). The individual must have a disability, be enrolled in a secondary or post-secondary training program, and be interested (as well as parent/guardian) in receiving Pre-employment Transition through the summer camp.

5. Facilitate referrals to the local ARS counselor for final acceptance.
6. Provide community enrichment opportunities to the camp attendees by facilitating trips to local businesses, attractions, and community vendors.
7. Provide opportunities for participants to interact in an integrated setting to practice communication skills and interpersonal skills.
8. Provide transportation to these events for the participants.
9. Complete a growth and development plan during the initial week for career exploration based on interests, skills, and abilities. At the end of the camp must evaluate the progress and skills learned during the camp.
10. Provide guidance and skills to accommodate disability related needs to develop behaviors for independence through training on soft skills intended to enhance the development of employment skills for transition aged youth.
11. Provide direct staff supports with experience working with people with disabilities at a ratio of 1:3. Must provide peer mentors with disabilities as required by Workforce Innovation and Opportunity Act (WIOA).
12. Must have general liability insurance and transportation insurance.
13. Must complete the application process and be approved as a service vendor to provide services to youth through Arkansas Rehabilitation Services.

14. **Each** camp participant must have ARS reporting documentation completed and submitted to the local ARS counselor at the conclusion of the camp.

TYPE OF CONTRACT

This contract will be a one (1) year term contract from the date of award. Upon mutual agreement by the contractor Arkansas Rehabilitation Services 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.

AWARD CRITERIA AND RESPONSIBILITY

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

DELIVERY: FOB DESTINATION

Arkansas Rehabilitation Services
1150 North Museum Road #103
Conway, AR 72032

The agency requests delivery by July 21, 2017 after receipt of the order. If this delivery schedule cannot be met, the bidder must state the number of days required to place the commodity in the ordering agency's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

Delivery by July 21, 2017 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.

PAYMENT AND INVOICE PROVISIONS

All invoices **shall** be forwarded to:

Arkansas Rehabilitation Services
Attention: Accounts Payable
P.O. Box 3781
Little Rock, AR 72203

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

Vendor Checklist

1. Read all pages of CB document.
2. Complete and sign page 1 of bid response.
3. Complete alternate delivery requirements if necessary.
4. Complete Official Pricing Sheet.
5. Indicate Minority Business status, if applicable.
6. Provide copy of Equal Employment Opportunity Policy.
7. Certify online regarding employment of illegal immigrants, if applicable.
Provide screen shot of certification with bid response.
8. Complete Contract Grant and Disclosure Form (EO 98-04).

OFFICIAL BID PRICE SHEET

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
<i>Example</i>	<i>Vacuum Cleaner</i> <i>Brand Bid: _____</i> <i>Model Bid: _____</i>	<i>2</i>	<i>each</i>		
1.					
2.					
3.					
4.					
5.					
6.					

GRAND TOTAL \$ _____

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_____

EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Agency is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies must be submitted as a hard copy accompanying the solicitation response. 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.

PAST PERFORMANCE

In accordance with Office of State Procurement Rule R7:19-11-229(E), Competitive Sealed Bidding - Bid Evaluation: a vendor’s past performance on a state contract may be used by the agency to determine whether the bidder is responsible. The past performance must be supported by written documentation not more than three years old. 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.

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.

GOVERNOR’S EXECUTIVE ORDER 98-04

Bidders should complete the Disclosure Forms issued with this competitive bid.

RECORD RETENTION

The Contractor **shall** 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.

RESERVATION

This CB does not commit the State 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.

PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

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.

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.

DELEGATION AND/OR ASSIGNMENT

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

ACCEPTANCE STANDARDS

Inspection and acceptance/rejection of product(s) shall be made within 30 days of receipt. The agency shall have the option to return any product(s) within the 30 day timeframe for any reason. Bid must include a "total satisfaction" return policy for all products and shall not impose any liability on the State for such returns.

STANDARD TERMS AND CONDITIONS

- 1. GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions 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 reserves 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:** Bids must be submitted to the Agency on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will 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 are firm and not subject to escalation unless otherwise specified in the bid invitation. 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 invitation.
- 5. QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. 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:** Any catalog 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. 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
- 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 invitation. 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. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder'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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination, they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
- 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 bidder.

STATE OF ARKANSAS
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10. **AMENDMENTS:** The bid 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 bidder. 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 bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Agency has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Agency. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Agency 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 Agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
18. **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.
19. **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 invitation for bid, (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.
20. **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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
21. **PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
22. **ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
23. **OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity. However, nothing in any contract shall be deemed or construed as the State's waiver of its right of sovereign immunity.
24. **LACK OF FUNDS:** The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
25. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
26. **CONTINGENT FEE:** The bidder 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 bidder for the purpose of securing business.
27. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, 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.
28. **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.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____

Yes No

IS THIS FOR: Goods? Services? Both?

TAXPAYER ID NAME: _____

YOUR LAST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Relation
	Current	Former		From MM/YYYY	To MM/YYYY		
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	
	Current	Former		From MM/YYYY	To MM/YYYY	Person's Name(s)	Ownership Interest (%) / Position of Control
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.
2. I will include the following language as a part of any agreement with a subcontractor:

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 subcontract. The party 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 contractor.
3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only
Agency Number _____ Agency Name _____ Agency Contact Person _____ Agency Phone No. _____ Contract or Grant No. _____