



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

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-21-0015	Solicitation Issued:	8/28/2020
Description:	New Vehicles		
Agency:	TSS Office of State Procurement - Statewide		

SUBMISSION DEADLINE			
Bid Opening Date:	9/18/2020	Bid Opening Time:	2:00 p.m., Central Time
Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	John Leverett	Buyer's Direct Phone Number:	501-683-2222
Email Address:	john.leverett@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION

- A. 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. Actual quantities of vehicles that will be ordered are unknown at this time.
- B. As a result of this IFB, OSP intends to award a TERM contract by line item. Vehicle option prices will not be a factor in low cost determination per item number, however, they may be negotiated if it is determined to be in the best interest of the State.
- C. Any resulting contract(s) 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) consecutive years.

1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/97866538445?pwd=ZjA1YS9McWM2ZGV5RG1jbjZzSzZLZz09>

Meeting ID: **978 6653 8445**

Meeting Password: **329452**

Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.3 CLARIFICATION OF BID SOLICITATION

- A. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- B. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- C. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

1.4 DEFINITION OF TERMS

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

“Prospective Contractor” means a responsible bidder who submits a responsive bid in response to this solicitation.

The terms “Invitation For Bid”, “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

“Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

“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.

“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**” or “**must**” in the requirement.

“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 §23-112-301 and §23-112-312.
- B. Prospective Contractors should 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 when requested by OSP or within a timeframe determined by OSP.
- C. At the time of bid submission, the Prospective Contractor **shall** have in place all facilities, staff, and other operations necessary for providing new vehicles listed in this IFB to State Agencies and cooperative purchasing program participants in the State of Arkansas as required by this IFB.

1.6 PROSPECTIVE CONTRACTOR REQUIREMENTS

- A. Prospective Contractor’s offering(s) **shall** conform to the State of Arkansas specifications referenced on Attachment-A, SP-21-0015 *Official Vehicle Specifications & Pricing Sheet*.
- B. The Contractor may bid more than one (1) model for each new vehicle type but **must** meet or exceed the minimum specifications. The specifications listed for the vehicles in this IFB are a minimum.

1.7 SPECIFICATIONS

- A. All vehicles **must** be new, and the latest model of proven performance, and in standard production by the manufacturer at the time of delivery.
- B. Vehicle specifications are listed on Attachment-A, SP-21-0015 *Official Vehicle Specifications & Pricing Sheet*, which is the *Official Bid Price Sheet*.
- C. Attachment-A, *Official Bid Price Sheet* is provided as a separate electronic file posted with this Bid Solicitation.
- D. Optional equipment **must** be in addition to Federal and State specifications for new vehicles.
- E. All vehicles **must** contain all standard items, normally included by the manufacturer, of the year, make, and model at no extra cost.

- F. Features that come standard from the factory **must not** be deleted or charged as additional options.
- G. Pertaining to any specifications within this IFB which present approximate number 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 value(s) specified, the Office of State Procurement will have the final determination whether or not the bid will be acceptable.

1.8 NEGOTIATIONS

- A. 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.
- B. 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 the State decides not to move forward with an award.

1.9 DELIVERY: FOB DESTINATION

BID PRICE **MUST** INCLUDE ALL SHIPPING AND HANDLING COSTS.

Deliver to:

As specified on purchase order.

- A. The agency requests delivery within 30 calendar days after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **shall** state the alternate number of days required to place the commodity in the ordering agency's designated location. (See *Bid Response Packet*.) 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.
- B. All deliveries **must** be made during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.
- D. The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- E. Bid prices **must** include prepaid delivery of all vehicles to the ordering agency regardless of location within the State of Arkansas. 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.

1.10 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.

1.11 QUANTITIES

Actual quantities of vehicles that will be ordered are not known at this time.

1.12 BID PRICING SUBMISSION REQUIREMENTS

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

1.13 WARRANTY

- A. From date of delivery, each vehicle **must** be accompanied with 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 at NO cost to the agency, institution, or other public entity that purchased the vehicle.
- 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 the Contractor’s service area, the Contractor **shall** 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.

1.14 ACKNOWLEDGEMENTS AND PAYMENTS

- A. Awarded Contractors **shall** send, to the ordering entity, an order acknowledgement within ten (10) days after receipt of order.
- B. Upon delivery of the vehicles, the Contractor **shall** provide, to the ordering entity, the original invoice, odometer statement, certificate of origin, and any other documentation required to license and pay sales tax on the vehicle.
- C. To ensure prompt payment, Contractor **shall** provide, to the ordering entity, a copy of the invoice and the signature of the agency representative on a copy of the purchase order or any other receiving document and date received to the “bill to address”.

1.15 OPTIONS/ADDITIONAL OPTIONS

- A. State agencies, school districts and local public procurement units may add any options referenced in the *Official Bid Price Sheet* of this IFB for the specified vehicle.
- B. Additional options, not found in the *Official Bid Price Sheet*, should be approved by the proper authorities and be submitted on a separate purchase order.

1.16 CONTRACT USAGE REPORT

- A. Awarded Contractor(s) **shall** provide, to the Office of State Procurement, an electronic detailed quarterly report on all sales made against this agreement within the State of Arkansas to the State’s primary contact listed below or to a contact as determined by the Office of State Procurement.

Primary Contact: John Leverett

Phone: 501-683-2222 Fax: 501-324-9311
E-mail: john.leverett@dfa.arkansas.gov

Participating Entity: TSS Office of State Procurement
1509 West 7th Street, Room 300
Little Rock, AR 72201-4222

- B. The report file format should be Microsoft Excel compatible format.
- C. The report **must** reflect the total sales of each vehicle ordered against the contract.
- D. The report **must** include the item number, quantities sold, manufacturer, and model of vehicle, name of state agency or cooperative purchasing agency.
- E. The Contract Quarterly Reporting Schedule Requirements are as follows:

Due April 30:	(1st Quarter) January 1 through March 31
Due July 30:	(2nd Quarter) April 1 through June 30
Due October 30:	(3rd Quarter) July 1 through September 30
Due January 30:	(4th Quarter) October 1 through December 31

1.17 INSPECTION AND TEST PROCEDURES

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

1.18 PRE-DELIVERY REQUIREMENTS

- A. All vehicles furnished to the State of Arkansas **must** be new and delivered as specified by this IFB.
- B. Vehicles **must** be furnished with all interior, exterior trim and appointments listed by the manufacturer in printed specifications and literature as standard equipment.
- C. Vehicles **must** also 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 the ordering entity **must** be included in the prices bid, and no additional charge **shall** be made by the Contractor.
- E. Each vehicle **must** be completely serviced, cleaned, and thoroughly inspected by the awarded Contractor prior to delivery to the purchasing entity.
- F. No dealer advertisement **shall** be on any vehicle purchased by the State of Arkansas. 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, etc.
8. Window price sticker **must not** be removed.
9. No dealer's insignia **shall** be affixed to vehicle.
10. A minimum five gallons of fuel in each vehicle.
11. Delivery **shall** be during normal working hours, 8 A.M. to 4 P.M., Monday through Friday CT.
12. License plate holders installed, front and rear.

1.19 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. Contractors may 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

OSP, as the issuing office, is the sole point of contact regarding the IFB throughout this solicitation process.

2.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a TERM contract by line item.
- B. The anticipated starting date for any resulting contract is the award date, except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

2.3 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and a hardcopy **must** be submitted in the original *Bid Response Packet*.
 - a. Original 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. *Bid Response Packet*, which **must** be in the English language.
 - b. One (1) original copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive.
 - a. One (1) copy of the *Official Bid Price Sheet*.
 - b. EO 98-04 Disclosure Form.
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - d. Proposed Subcontractors Form.
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.4 ACCEPTANCE OF REQUIREMENTS

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

2.5 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions located on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Commodities Contract Template, Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Contract can be viewed on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.

2.6 CONVENIENCE FEE

A. Convenience Fee

Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of the Contract. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. Contracts **shall not** have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

B. Quarterly Reporting and Fee Remittance

Contractor **shall** submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter
2. Purchasing entity
3. Total of Convenience Fee amount due
4. Such other information as the State may reasonably request
5. If no Sales were made to State during the reporting quarter, then a report **shall** be submitted showing zero sales and zero convenience fees due.

C. Payment of Convenience Fee

The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

D. Retention and Inspection of Records

The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.

2.8 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees **shall** be bound to all laws and to all Requirements set forth in this Bid Solicitation concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this Bid Solicitation may contain additional confidentiality Requirements.

2.9 CONTRACT INTERPRETATION

- A. Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State is final and controlling.

2.10 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.

2.11 ETHICAL STANDARDS

- A. In accordance with Ark. Code Ann. § 19-11-708(a), (b), and (c), the following statement must be conspicuously set forth in all contracts and solicitations costing more than twenty thousand dollars (\$20,000): "It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state 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 contractor for the purpose of securing business."

SECTION 3 – COOPERATIVE PURCHASING PROGRAM PARTICIPANTS

3.1 DELIVERY TO ARKANSAS COOPERATIVE PURCHASING PROGRAM PARTICIPANTS, FOB: CONTRACTOR (DEALERSHIP)

Arkansas cooperative purchasing participants will have the option to pick up vehicles at the dealership location or have vehicles delivered to the ordering entity's location. Contractor may charge a one-way fee per mile added to the delivered vehicles. If the Contractor is charging CO-OP participants, the delivery fee **must** be included in the area titled: CO-OP Purchasing One Way Delivery Charge Per Mile, located on the *Official Vehicle Specifications & Pricing Sheet – Official Bid Price Sheet*.