



STATE OF ARKANSAS
Department of Parks, Heritage, and Tourism
1 Capitol Mall Ste. 3B
Little Rock, AR 72201

Park Operations Major Maintenance
QUOTE BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:		Date Solicitation Issued:	
Description:			
Division/Agency:	Parks Operations		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Due Date:		Time:	p.m., Central Time
<p>Bid responses for this Competitive Bid must be emailed to adpht.procurement@arkansas.gov by the designated due date and time. Bids received after the submission deadline may be rejected as untimely.</p> <p>Response email subject line must be "Bid Submission for Bid"</p> <p>Your Bid Submission could be misplaced and not considered if the email subject line is anything else.</p>			

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:			
Email Address:		Alternate Number:	(501) 682-6910
Department Website:	https://adpht.arkansas.gov/		

SECTION 1 – GENERAL INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Quote Bid is issued by the Department of Parks Heritage and Tourism for the Parks Operations division to obtain pricing and a contract for a Major Maintenance project.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the Quote Bid.

1.2 TYPE OF CONTRACT

- A. As a result of this Quote Bid, the Department intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is within 30 days of Bid Due Date except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the Quote Bid, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

1.3 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms "Quote Bid," "QB," and "Solicitation" are used synonymously in this document.
- C. "Prospective Contractor" means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Responsive Bid" means a bid submitted in response to this Solicitation that conforms to all Requirements, criteria, and Specifications in this QB.
- F. "Shall" and "must" mean the imperative and are used to identify Requirements and Specifications.
- G. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- H. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this Solicitation, that obligation is limited to the Department using such a contract.

1.4 CONTRACTOR SELECTION

- A. If it is in the best interest of the State to do so, award will be made to the responsible Prospective Contractor determined to have submitted the lowest priced Responsive Bid, based on the Official Bid Price amount entered on the Bid Signature Page.
- B. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

1.5 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the Buyer email address and before the submission deadline on page one (1) of the QB.
 - 1. The following are bid submission Requirements and **ALL must** be submitted for a response to be considered responsive:
 - a. Fully completed, legible and Signed Bid Signature Page; signature may be ink or digital.
 - b. Official Bid Price **must** be proposed in U.S. dollars and cents.

- c. Official Bid Price **must** be a firm offer and adjustments may be negotiated prior to contract award. The State has the right to approve or deny any request for a price adjustment.
 - d. State and local sales taxes should not be included in the bid price.
 - e. Proposed Subcontractors Form (see [SRV-1](#) or [Standard Commodities Contract](#), section 14)
 - f. Combined Certifications Form completed and signed.
 - g. EO 98-04 Contract & Grant Disclosure Form
- 2. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.
- B. Prospective Contractors shall not alter any language in Solicitation document(s) or Official Bid Price Sheet provided by the State.
 - C. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
 - D. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
 - E. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

See Attachment A Specifications

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.
 - 3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- E. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- F. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- G. This QB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#)) or *Standard Commodities Contract Template* (found [here](#)).
 - 1. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this QB.
- H. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 - 1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

3.3. INSPECTION AND ACCEPTANCE

- A. The State may inspect all work and commodities delivered, tendered, or identified to the State as being procured under a resulting contract to determine whether they conform to the contract.

1. The State's right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the State's reasonable discretion, prior to acceptance of and payment for any commodities procured under a resulting contract.
2. If the work or commodities are found to be conforming as the result of inspection, the State will bear the cost of inspection, if any.
3. If any of the work or commodities are found to be non-conforming, the State:
 - a. May elect to recover expenses of inspection, if any, from the Contractor and the Contractor **shall** bear the cost
 - b. The Contractor **shall** be responsible for the cost of any retrieval, return, or disposal of the commodities. Payment for commodities does not constitute acceptance of the commodities as conforming to the contract if the State has not had a reasonable opportunity to inspect the commodities or in the event of Contractor's fraud or concealment of defects.
- B. The State has the option to return any product(s) within the thirty (30) day timeframe for any reason.
- C. The Contractor **shall** include a total satisfaction return policy for all products and **shall not** impose any liability on the State for such returns.

3.4. MINORITY AND WOMEN-OWNED BUSINESS

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

3.5. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.