University of Arkansas at Little Rock

ROCK 2801 S. University Ave., Little Rock, AR 72204-1099 | (O)501.916.3144 | (F)501.916.3425

INVITATION FOR BID (IFB)

SOLICITATION INFORMATION							
Solicitation Number:		FB-24-014		Solicitation Issued:	Aug 25, 2023		
Description:		UA Little Rock Department of Public Safety Patrol/Pursuit Vehicles					
SUBMISSION DEADLINE FOR RESPONSE							
Bid Opening Date: S		Sep 18, 2023		Bid Opening Time:	2:00 p.m., CST		
Per Arkansas Procurement Law and Bid Rules, it is the supplier's responsibility to submit bids at the designated location on or before the bid opening date and time. Bid submissions received after the designated bid opening date and time and time may be rejected as untimely. Procurement Services shall return them to the supplier without review. It is not necessary to return "no bids."							
DELIVERY OF RESPONSE DOCUMENTS							
Delivery Address:	Office Univer 2801 S Little F Suppli Rock o FedEx- and pr	University of Arkansas at Little Rock Office of Procurement University Services Building C100 2801 South University Little Rock, AR 72204 Suppliers are responsible for delivering their bid documents to the University of Arkansas at Little Rock on or before the scheduled bid opening time. Postage service providers—USPS, UPS, and FedEx—deliver mail to our offices based on our street address. Supplier assumes all risk for timely and properly submitted deliveries.					
Bid's Outer Packaging		 Seal the outer packaging and mark it with the following information. Solicitation number Date and time of bid opening Prospective supplier's name and return address Improperly marked packages may be opened for identification purposes.					
UA LITTLE ROCK PROCUREMENT SERVICES CONTACT							
Buyer:	Jack Higgi	nbotham	Email:	jhigginbotha@ualr.ec	lu		

Section 1 - General Instructions and Information

Do not respond to items in this section unless specifically and expressly required

1.1. Purpose

The University of Arkansas at Little Rock (UA Little Rock) is soliciting proposals from qualified suppliers to provide two patrol & pursuit vehicles for the UA Little Rock Department of Public Safety.

1.2. University Background

The University of Arkansas at Little Rock is a metropolitan research university that provides access to quality education through flexible learning and unparalleled internship opportunities. At UA Little Rock, we prepare our students to be innovators and responsible leaders in their fields. Committed to its mission, UA Little Rock is a driving force in Little Rock's thriving cultural community and a significant component of the city and state's growing profile as a regional leader in research, technology transfer, economic development, and job creation.

For more information on the university, please see <u>ualr.edu/about/</u>.

1.3. Live Bid Opening

Use the information below to view the proposal opening online.

Zoom Meeting Link:

https://www.google.com/url?q=https://ualr-edu.zoom.us/j/82641261433?pwd%3DMllEYzh1VDJ5WmpQ bXNvTXRobWlYUT09&sa=D&source=calendar&usg=AOvVaw2mlyyPZJgTFwConlJ_qQ5L

Meeting ID:	82641261433
Meeting Password:	721552
Dial-In Information:	+1-386-347-5053

Note: No award will be made at the bid opening, only the announcement of names of respondents and a preliminary determination of proposal responsiveness. Attendance at the solicitation opening is not required.

1.4. Type of Contract

Pursuant to Ark. Code Ann. § 19-11-249, any campus, unit, or division of the University of Arkansas System or any college or university in Arkansas will be eligible to acquire from the successful purchaser of bidder goods or services that are the subject of this procurement, on all of the terms and conditions contained in any contract issued under this solicitation.

As a result of this IFB, UA Little Rock intends to award a contract to either a single supplier or multiple suppliers. By submitting a signed proposal in response to this IFB, the prospective supplier represents and warrants that it will honor its proposal as being held open as irrevocable after this period. All IT procurement must comply with all state laws and appropriate Legislative Review, including Act 557 (see: www.arkleg.state.ar.us/Acts/Document?type=pdf&act=557&ddBienniumSession=2015%2F2015R).

1.5. University Contract Administrator

1.5.1. Sheri O'Brien, hereinafter referred to as the Contract Administrator, shall serve as UA Little Rock's representative and administrator of this contract.

- 1.5.2. The Contract Administrator shall manage all aspects of the contractual relationship to ensure that the Supplier's total performance is per the contractual commitments and that the obligations of the Supplier under the terms and conditions of the contract are being fulfilled.
- 1.5.3. The Contract Administrator shall work with the Supplier throughout the contract term. The Contract Administrator shall transmit all instructions, questions, approvals, and special requests concerning the contract. The Contract Administrator may designate other University personnel to assist with the administration of the contract.

1.6. Delivery and Shipping of Goods

1.6.1. The university requests delivery within 14 calendar days after the submission of an order. If this delivery schedule cannot be met, the supplier must state the number of days required to place the commodity in the designated location. Failure to communicate the delivery time obligates the bidder to complete the delivery by the requested date.

Proposed alternate delivery date: _____

- 1.6.2. The supplier shall give the university immediate notice of any anticipated delays or delays caused by force majeure. See our Standard Terms and Conditions for the force majeure clause. Extended delivery dates may be considered when in the university's best interest.
- 1.6.3. All deliveries must be made during regular state work hours (8 AM 4 PM), within the agreed-upon number of days unless otherwise arranged and coordinated with the university, and delivered to the FOB destination below:

FOB DESTINATION

University of Arkansas at Little Rock ATTN: Sandra Vail 2801 S. University Ave Little Rock, AR 72204

1.6.4. Loss or damage that occurs during shipping or at any point before the university receives the order is the supplier's responsibility. All orders should be properly packaged to prevent damage during shipping.

1.7. Clarification of IFB Solicitation

Submit any questions requesting clarification of information contained in this solicitation via email to the buyer no later than the date and time listed in Table A. Questions will be consolidated and responded to by the university as deemed appropriate. The university's consolidated, written response is anticipated to be posted on the university's website by the close of business on the date provided in Table A.

- 1.1. For each question submitted, the prospective supplier should reference the specific solicitation item number to which the question refers.
- 1.2. Prospective suppliers' If a prospective supplier's questions are unclear or non-substantive, the university may request clarification of a question(s) or decline to answer.
- 1.3. Prospective suppliers may contact the buyer with non-substantive questions before the proposal opens.

The prospective supplier should notify the buyer of any term, condition, etc., that precludes the prospective supplier from submitting a compliant, responsive proposal. Prospective suppliers should note that it is their responsibility to seek resolution of all such issues, including those relating to the terms and conditions of the contract, before submitting a proposal.

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An oral statement by UA Little Rock will not be part of any contract resulting from this solicitation. It may not reasonably be relied on by any prospective supplier as an aid to interpretation unless it is expressly adopted in writing by UA Little Rock.

1.8. Definition of Terms

The buyer has made every effort to use industry-accepted terminology in this solicitation and will further attempt to clarify any point of an item in question as indicated in the clarification of this bid solicitation.

- 1.8.1. The words "bidder," "proposer," "contractor," and "supplier" are used synonymously in this document and mean a responsible offeror who submits a proposal in response to this solicitation.
- 1.8.2. "Responsive Proposal" means a proposal submitted in response to this solicitation that conforms in all material respects to this IFB.
- 1.8.3. "Shall" and "Must" mean the imperative and are used to identify requirements.
- 1.8.4. "Requirement" signifies a requirement of the proposal and that supplier's agreement to and compliance with that item is mandatory.
- 1.8.5. "Specification" means any technical or purchase description or other description of a commodity or service's physical or functional characteristics or nature. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- 1.8.6. The words "UA Little Rock," "university," "campus," "UALR," and "University of Arkansas at Little Rock" are used synonymously in this document.
- 1.8.7. The terms "Invitation for Bid," "IFB," "Bid," and "Solicitation" are used synonymously in this document.
- 1.8.8. The words "Hiring department," "user(s)," "requestor," and "departments" are used synonymously in this document to mean the end user requesting service.
- 1.8.9. "Redacted" means the retroactive editing, censoring, or obscuring parts of a document to remove confidential or otherwise sensitive material.
- 1.8.10. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding State Holidays
- 1.8.11. "State Holiday" means the following days during the year when State Offices are closed:
 - Christmas Day
 - Christmas Eve
 - Dr. Martin Luther King Jr.'s Birthday
 - George Washington's Birthday and Daisy Gatson Bates Day
 - Independence Day
 - Labor Day
 - Memorial Day
 - New Year's Day
 - Thanksgiving Day
 - Veteran's Day

Any day otherwise designated by public proclamation by the President of the United States, or the Governor of the State of Arkansas as a legal holiday is a State Holiday.

If any State Holiday falls on a Saturday, Saturday and the preceding Friday are both State Holidays. If any State Holiday falls on a Sunday, Sunday and the following Monday are both State Holidays.

- 1.8.12. Central Time is the time zone for Little Rock, AR. Therefore, all meetings and deadlines will be based on Little Rock, AR time.
- 1.8.13. "State" means the State of Arkansas.

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1.9. Schedule of Events				
Event Description	Date			
Release of IFB	Aug 25, 2023			
Questions from Bidders due	Sep 4, 2023 5:00 PM			
Answers to questions posted*	Sep 6, 2023 5:00 PM			
Bid Deadline/ Bid Opening	Sep 18, 2023 2:00 PM			
Evaluation complete*	Sep 18, 2023			
Intent to Award Posted*	Sep 19, 2023 9:00 AM			
Intent to Award Posted*	Sep 19, 2023 9:00 AM			

Table A

*Anticipated Dates.

1.10. Response Documents

- 1.10.1. The **Original Technical Proposal Packet** must be received on or before the bid opening date and time. <u>Documents submitted in the English language only will be accepted.</u>
- 1.10.2. Prospective suppliers shall utilize the Technical Proposal Packet to submit their responses.

The packet should be marked "Original" and include the following:

- 1. Original signed Proposal Signature Page.
- 2. Original signed Proposed Subcontractors Form, if applicable.
- 3. Technical Proposal response to the Information for Evaluation and Exceptions sections included in the Technical Proposal Packet.
 - a. Responses within the Information for Evaluation and Exceptions sections must not contain the prospective supplier's name or any other identifiers, including, without limitation, names of staff members, projects, and addresses.
- 4. Other documents and information expressly required in this solicitation.

The following items, which must be submitted before a contract award to the prospective supplier, may also be included with the prospective supplier's proposal.

- 1. EO 98-04: Contract and Grant Disclosure Form
- 2. Copy of prospective supplier's Equal Opportunity Policy
- 3. Voluntary Product Accessibility Template (VPAT), if applicable.
- 4. Prospective suppliers are also encouraged to register as a supplier for the UA System by completing the supplier registration process located at https://ualr.edu/procurement/suppliers/

Do not include pricing in the technical proposal packet. Instead, submit pricing as an additional, but separate, document. (See Pricing in Standard Terms and Conditions.)

1.10.3. Official Solicitation Price Sheet

The Official Solicitation Price Sheet, including the hard copy and electronic copy, must be separately sealed from the Technical Proposal Packet and should be clearly marked as "Pricing." A Prospective

Supplier shall not include any pricing in the hard copies or electronic copies of their Technical Proposal. All pricing must be proposed in U.S. dollars and cents.

In addition to the original Technical Proposal Packet and the Official Bid Price Sheet, the following items should be submitted:

- 1. One (1) complete hard copy (marked "COPY") of the Technical Proposal Packet.
- 2. One (1) PDF copy of the Technical Proposal Packet on a flash drive.
- 3. One (1) PDF copy of the Official Solicitation Price Sheet on a flash drive.
- 4. All additional copies must be identical to the original hard copy. In case of a discrepancy, the original hard copy shall govern.
- 5. If the university requests additional copies, they must be delivered within twenty-four (24) hours of the request.
- 6. One (1) redacted (marked "REDACTED") copy of the original Technical Proposal Packet, preferably on a flash drive. (See Proprietary Information in Standard Terms and Conditions.)

Do not include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

Section 2 - Terms and Conditions

Do not respond to items in this section unless specifically and expressly required

2.1. Doing Business With UA Little Rock

- 2.1.1. To conduct business with UA Little Rock, all suppliers must be registered and approved in PaymentWorks, our secure supplier management system.
- 2.1.2. Procurement Services will issue to the apparent winning supplier an invitation to PaymentWorks upon completion of the bid tabulation and release of the Intent to Award letter.
- 2.1.3. Failure to register in PaymentWorks may result in the cancellation of this award.
- 2.1.4. For more information, see https://ualr.edu/procurement/suppliers/.

2.2. Minority Business Policy

Minority participation is encouraged in this and 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 businesses. Bidders unable to include minority-owned businesses as subcontractors "may explain the circumstances preventing minority inclusion."

- 2.2.1. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses.
- 2.2.2. Per Arkansas Code Annotated § 15-4-303, a minority-owned business is defined as a business that is at least fifty-one percent (51%) owned by one (1) or more minority persons, and a minority is defined as 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
- 2.2.3. Per Act 1080 of the 91st General Assembly Regular Session 2017, a women-owned business is defined 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.

2.3. Equal Employment Opportunity Policy

- 2.3.1. In compliance with Arkansas Code Annotated § 19-11-104, UALR is required to have a copy of the supplier's Equal Opportunity Policy prior to issuing a contract award.
- 2.3.2. UA LITTLE ROCK will maintain a file of all supplier EO policies submitted in response to solicitations issued by this office. The submission is a one-time requirement, but suppliers 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.
- 2.3.3. Suppliers 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.
- 2.3.4. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, but should also be included in the bid response.
- 2.3.5. Prospective Suppliers who are not required by law to have an EO Policy must submit a written statement to that effect.

2.4. Prohibition Of Employment Of Illegal Immigrants

- 2.4.1. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services of \$25,000 or greater shall certify with UA Little Rock that they do not employ or contract with illegal immigrants.
- 2.4.2. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor for services of \$25,000 or greater agrees and certifies that they do not employ or contract with illegal immigrants. In addition, if selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

2.5. Restriction Of Boycott Of Israel

- 2.5.1. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity shall not enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.
- 2.5.2. This prohibition does not apply to:
 - 1. A company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
 - 2. Contracts with a total potential value of less than \$1,000.

By checking the designated box on the first page of this bid, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

2.6. Restriction Of Boycott Of Energy, Fossil Fuel, Firearms, and Ammunition Industries

- 2.6.1. In accordance with Ark. Code Ann. § 25-1-1002, respondent certifies that it is not currently engaged in a boycott of the energy, fossil fuel, firearms and ammunition industries and agrees for the duration of its agreement not to engage in a boycott of the energy, fossil fuel, firearms or ammunition industries.
- 2.6.2. The preceding does not apply to:
 - 1. A financial services provider as defined at Ark. Code Ann. § 25-1-1001(8)(A),
 - 2. An agreement with a total potential value of less than \$75,000, or
 - 3. A contract under which the supplier's price for the goods or services is at least 20% less than the lowest certifying business.

2.7. **Restriction Of Contracts with Scrutinized Companies**

- 2.7.1. In accordance with Ark. Code Ann. § 25-1-1001, respondent certifies that the government of the People's Republic of China ("PRC") does not wholly own the bidder or hold a majority interest in the bidder. Bidder further certifies that the PRC does not own or hold a majority interest in a for-profit parent company, subsidiary or affiliate of bidder, or in a subcontractor to be employed by bidder
 - 1. A "scrutinized company" is an entity in which the People's Republic of China holds 51% or greater ownership, and includes any for-profit parent, subsidiary and affiliate of such a company.
 - 2. This restriction applies regardless of the source of the funds, but does not apply to exempt commodities and services.

2.8. Payment And Invoice Provisions

2.8.1. Invoices are accepted by mail or email. Supplier shall send invoices to one of the following:

PHYSICAL ADDRESS

EMAIL

ACCOUNTSPAYABLE@UALR.EDU

University of Arkansas at Little Rock ATTN: Accounts Payable 2801 South University Ave Little Rock, Arkansas 72204

- 2.8.2. Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the university.
- 2.8.3. UA LITTLE ROCK may not be invoiced in advance of delivery and acceptance of any equipment, service or commodity.
- 2.8.4. Payment will be made only after the contractor has successfully satisfied the university as to the goods and/or services purchased.
- 2.8.5. Suppliers shall provide an itemized invoice for all charges.
- 2.8.6. The Purchase Order Number and/or UA Little Rock Supplier Contract Number (SPC) should be referenced on each invoice.

Section 3 - Specifications

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

3.1. Introduction

This Invitation for Bid to obtain pricing, to include delivery charges, for two (2) 2023 Dodge Durango Pursuit, AWD SUV's for use as patrol and pursuit vehicles.

The University of Arkansas at Little Rock (UA Little Rock) Department of Public Safety has a two patrol car fleet, and currently, both vehicles are inoperable.

3.2. Mandatory Requirements:

3.2.1 Vehicle Specifications & Included Options:

Vehicle Make/Model: Durango Pursuit AWD Model Code: WDEE75 BODY & CHASSIS: 4-Door SUV, Base Vehicle Minimum Requirements: EPA Classified as Standard SUV: Police Package includes all features listed in manufacturer's printed specifications and literature as part of their standard police equipment package. ENGINE: Engine (Police Pursuit) 3.6L V6 300HP FUEL TYPE: Regular Unleaded **OIL TYPE: MFG Standard** TRANSMISSION: 8 SP Auto ELECTRICAL: Alternator 220 FUEL CAPACITY (Gals): 24.6 **EXTERIOR** Paint: One Standard Color (non-premium) Black License Plate Brackets: Front and Rear Brackets Windshield Washer: Windshield Washer & Multi-Speed Wipers **DOORS & WINDOWS:** Doors: 4 Side Doors Door Locks: Power Locks (Operable From Front Only) Rear Window Defrost: Rear Window Defrost Windows: Power Windows (See Vehicle Options) Mirrors: MFG. Standard FLOOR: Floor Covering: Carpet **INTERIOR**: Air Conditioning: AC Factory Installed Radio/Single slot CD/MP3 player: MFG. Standard Steering: Power Steering Radio Suppression Package: MFG. Standard Noise Suppression: MFG. Standard Tilt & Cruise: Tilt Steering Wheel & Cruise Control Remote Deck Lid Release Control on Driver's Side: Remote Deck Lid Release Control on Driver's Side SEATS: Seating Capacity: MFG Std. List Maximum Occupants 5 Seats: Approx. 10" spacing between front seats in center MFG. Standard

Front Seat: Cloth

Rear Seat: (See Vehicle Options- Rear Vinyl Seats A7X9 additional cost) **SAFETY**: Brakes: Anti-Lock Brake System (ABS) HD 4 WH DISC ABS Restraint System All Pass: MFG. Standard Required

Air Bags, Front, Both Sides: MFG. Standard Required

TIRES & WHEELS:

Tires & Wheels Police Pursuit Rated: MFG. STD- 255/60R18 ON/OFF ROAD TIRES Spare: MFG. Standard- Full Size

Wheel Covers: Wheel Covers

WARRANTY:

Bumper to Bumper Warranty: 3 Years or 36,000 miles, whichever comes first Drive Train Warranty: 5YR/100K Miles

VEHICLE OPTIONS TO BE INCLUDED: DOORS & WINDOWS:

Tinted Windows: Add Deep Tinted Glass: Code TG Mfg. Option Codes: TG Switches: Rear Window Inoperative (only operate from driver's position). Rear Door, Interior, Door Locks and Handles Inoperative (can only be opened from the outside) Code WD Mfg. Option Codes: CW6 **INTERIOR**: Rear Vinyl Seats: Rear Vinyl Seats Code RVS Mfg. Option Codes: A7X9

3.2.2 <u>Required Information</u>

Where possible, include the VIN number for each vehicle in the Technical Response Packet.