



State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-17-0026	Buyer: Julia Shackelford Email: Julia.shackelford@dfa.arkansas.gov
Commodity: Harvesting Service, Hardwood & Pine Seedlings Agency: Arkansas Agriculture Department – Forestry Commission – Baucum Nursery	Bid Opening Date: September 26, 2016
Date Issued: September 20, 2016	Bid Opening Time: 2:30 p.m. Central Time

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

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

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

Name (type or print): _____ Title: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

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

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000757987

1. MINORITY BUSINESS POLICY

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

Check minority type: African American___ Hispanic American___ American Indian___
Asian American___ Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number_____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY

In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement **will** maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that **must** also comply with this statute. Vendors that do not have an established EO policy **will** not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected vendor(s) **must** have a current certification on file with OSP stating that they do not employ or contract with illegal immigrants.
- OSP **will** notify the selected vendor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process **will** be provided to the vendor(s) at that time.

4. ALTERATION OF ORIGINAL IFB DOCUMENTS

The original written or electronic language of the IFB documents **shall** not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exceptions to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document's written or electronic language. If the Bidder wishes to make exceptions to any of the original language, it **must** be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exceptions. If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response **shall** not be considered.

5. REQUIREMENT OF AMENDMENT

THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There **will** be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

6. DELIVERY OF RESPONSE DOCUMENTS

In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and **shall** not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

7. ADDITIONAL TERMS AND CONDITIONS

The Office of State Procurement objects to, and **shall** not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder's response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, **shall** have no force or effect. Failure to comply with terms and conditions, including those specifying information that **must** be submitted with a bid, **shall** be grounds for rejecting a bid.

8. ANTICIPATION TO AWARD

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

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

9. PAST PERFORMANCE

In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and **must** be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

10. 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 fees 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.

11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER

Bidders should complete the Disclosure Forms issued with this bid.

12. CURRENCY

All bid pricing **must** be United States dollars and cents.

13. LANGUAGE

Bids **will** only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Agriculture Department – Forestry Commission (AAD-FC) to obtain pricing and a contract for providing harvesting services of hardwood and pine seedlings for Baucum Nursery located in North Little Rock, Arkansas.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Julia Shackelford at 501-371-6079 or julia.shackelford@dfa.arkansas.gov. Vendor's questions **will** be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

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

1.4 BID FORMAT

Any statement in this document that contains the word “**will**”, “**must**”, or “**shall**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent **will** cause the bid to be rejected.

1.5 TYPE OF CONTRACT

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

1.6 PAYMENT AND INVOICE PROVISIONS

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 goods and services. Payment **will** be made only after the vendor has successfully satisfied the agency as to the goods and services provided. The vendor should invoice the agency an itemized list of charges on a monthly basis. Purchase Order Number and/or Contract Number should be referenced on each invoice.

DO NOT INVOICE THE STATE OF ARKANSAS, OFFICE OF STATE PROCUREMENT.

Send invoice to:
Arkansas Agriculture Department
Attention: David Bowling
1402 Highway 391 North
North Little Rock, AR 72117

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

1.7 RECORD RETENTION

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

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

1.8 PROPRIETARY INFORMATION

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

1.9 RESERVATION

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

1.10 PRIME CONTRACTOR RESPONSIBILITY

The selected vendor **will** be required to assume prime contractor responsibilities for the contract and **will** be the sole point of contact with regard to all goods and services being provided.

If any part of the work must be subcontracted, the vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their bid response.

The vendor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONTRACT INFORMATION

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

a. To accept the risk of loss of equipment and pay for any destruction, loss or damage of equipment while the State has such risk, when the extent of liability for such risk is based upon the purchase price of equipment at the time of any loss and the contract has required the State to carry insurance for such risk.

1.12 CONDITIONS OF CONTRACT

The successful bidder **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 the contract which in any manner affects the completion of the work. The successful bidder **shall** indemnify and save harmless the State 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, or representative of the successful bidder.

1.13 STATEMENT OF LIABILITY

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

1.14 AWARD RESPONSIBILITY

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

1.15 AWARD CRITERIA

Any resulting award **will** be made to the lowest responsive, responsible bidder based on the Estimated Total Cost for all services per year. **Consideration will be given only to those who bid all line items.** Bids **must** meet or exceed all defined specifications. Bidder **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

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NOTE: Issuance of an award does not guarantee an order.

1.16 DELEGATION AND/OR ASSIGNMENT

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

1.17 COST

All charges **shall** be included on the Official Bid Price Sheet and **shall** include all associated costs for the goods and services being bid. **Bid pricing must be typed or printed in ink and must** be valid for ninety (90) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State **will not** be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder, but subsequently incurred in order to achieve goods and services, **shall** be borne by the bidder.

1.18 LOCATION OF HARVESTING SERVICES

Arkansas Agriculture Department – Forestry Commission
Baucum Nursery
Attention: David Bowling
1402 Highway 391 North
North Little Rock, AR 72117

1.19 PRICE CHANGE CLAUSE

All prices bid **will** remain firm for the first term of the contract. In the event of an industry wide, Federal or State mandated program price increase in the Federal or State minimum Wage, the vendor may request a price adjustment at the time of the contract extension request or within sixty (60) days of the wage increase taking effect, provided the vendor submits documentation to support a claim for higher compensation due to higher minimum wage requirements. After receipt of required documentation and in the event a price change is authorized thereafter, said prices **will** remain

firm for any period agreed upon for extension. Under no circumstances **will** the vendor be retroactively compensated for any increased costs covered by this subsection.

The State further reserves the right to reject any proposed price increase, cancel the contract, and re-bid if such actions are determined to be in the best interests of the State.

1.20 CANCELLATION

In the event the State no longer needs the goods or services specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the vendor written notice of such cancellation thirty (30) days prior to the date of cancellation.

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE OF WORK

The intent of this IFB is to establish a Term contract for Hardwood and Pine Seedling Harvesting Services for the Arkansas Agriculture Department – Baucum Nursery located in North Little Rock, AR. The successful vendor **must** furnish the necessary labor, materials, equipment, and incidentals needed to meet the requirements as outlined in this IFB.

2.2 PERFORMANCE STANDARDS:

- State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. The table below identifies expected performance measures or outcomes; and defines the acceptable standards a vendor **must** meet in order to avoid assessment of damages.
- The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration.
- The State **shall** have the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards **will** be made in good faith following acceptable industry standards, and may include the input of the vendor so as to establish standards that are reasonably achievable.
- All changes made to the Performance Standards **shall** become an official part of the contract.
- Performance Standards **shall** continue throughout the term of the contract.
- Failure to meet the minimum Performance Standards as specified **shall** result in the assessment of damages. An assessment of damages may consist of two (2) or more service criteria and an assessment in one service criteria does not preclude an assessment in other criteria regarding the outcome of the circumstances surrounding the same event.
- In the event a Performance Standard is not met, the vendor **will** have the opportunity to defend or respond to the insufficiency. The State **shall** have the right to waive damages if it determines there were extenuating factors beyond the control of the vendor that hindered the performance of services. In these instances, the State **shall** have final determination of the performance acceptability.
- Should any compensation be owed to the agency due to the assessment of damages, the vendor **shall** follow the directives of the agency as to the required compensation process.

Service Criteria	Acceptable Performance	Damages for Insufficient Performance
Hardwood seedling packing.	All counts to be plus or minus 2% of labeled count. Pack less than 2% culls.	Greater than 2% variance in labeled count may result in the contract being cancelled. Greater than 2% culls packed may result in the contract being cancelled. Over 2% culls packed, Vendor repacks at vendor's expense. AAD-FC should complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant.
Pine seedling packing	If packed in boxes, the pine must be organized and laid in the box in such a way that it will be appealing to our customers when they open the box. Must be a nice neat clean box. Roots must be properly sprayed with gel so that all roots are covered but excess spray is not used.	Excessive water in the bottom of the box is not acceptable and those boxes are subject to repackaging at contractor's cost. Excess dirt left on the roots is not acceptable and those boxes are subject to repackaging at contractor's cost. Roots that are not sprayed with gel are not acceptable and those boxes are subject to repackaging at contractors expense. AAD-FC should complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant.

2.3 ESTIMATED QUANTITY

The estimated quantities of hardwood to be harvested is 5.5 million seedlings. The estimated quantities of pine seedlings to be harvested is 3.5 million seedlings.

These estimates are for bidding purposes only and may vary according to the agency needs. The agency reserves the right to increase or decrease the number of seedlings to be harvested depending on demand and/or available funds.

2.4 HOURS OF OPERATION

There are no set hours for providing harvesting services at Baucum Nursery. Services will be provided on an as-needed basis and may include working on weekends and holidays and **will** be paid the rate as specified in any resulting contract.

2.5 CONTRACTOR RESPONSIBILITIES

Contractor responsibilities may include, but are not limited to the following:

- A. Supervise and direct the performance of all the work specified within this IFB and shall see to it that all work is performed in an effective, professional manner and in compliance with the specifications and instructions given to the contractor by AAD-Forestry Commission representative.
- B. Contractor will furnish adequate labor necessary to meet production standards as agreed upon by the nursery manager or foreman and the contractor for each assignment.
- C. Labor may consist of, but is not limited to the following:
 - 1) A field/packing crew with their respective foreman.
 - 2) Lifting, packing, placing containers on trailer, taking containers off trailer, placing containers on conveyers.
 - 3) Spraying roots systems, closing containers, strapping or sewing containers and placing container on pallets provided.
 - 4) Seedlings **will** be lifted and packaged according to AAD-Forestry Commission instructions and specifications at AAD-Forestry Commission Baucum Nursery, North Little Rock, Arkansas.
- D. Contractor **shall** furnish all necessary safety equipment and clothing necessary to complete the job.
- E. Contractors **will** clean up packing facilities daily.
- F. Employees of the contractor **will** be required to obey the rules and regulations regarding the agency's parking area, breakroom area, traveling in and around the nursery complex, and the prohibition of drugs, alcohol, etc. on State property.
- G. The contractor may not have an exclusive contract for all work performed at AAD-Forestry Commission Baucum Nursery.
- H. Contractor **shall** extend the workday or week for such additional time as weather and lifting conditions require. For such workday or week extensions, contractor may be paid the same rate on a price per thousand seedlings.
- I. Failure to meet production as determined by AAD-FC representative on a regular basis without weather related problems or other problems beyond the contractor's control may result in dismissal of contractor. Failure to provide adequate labor **will not** be considered as a problem that is beyond the contractor's control.
- J. It is specifically understood and agreed that the contractor **shall** be solely responsible for the wages paid by the contractor to its employees for the performance of the work described within this bid. Contractor **shall** be solely responsible for the payment on account of the employment of said employees of all wages due such employees all premiums for worker's compensation insurance, public liability and health and accident insurance premiums, and all Social Security and Federal and State employment taxes.
- K. It is specifically understood and agreed the contractor is an independent contractor and that neither the contractor nor the contractor's employees **shall** at any time become employees or represent themselves as employees of AAD-Forestry Commission for any purpose.

- L. Contractor agrees and obligates himself to hold AAD-Forestry Commission harmless for any and all damages to property or personal injuries to his employees or others that may be in any manner occasioned or result directly or indirectly from his entry upon the premises of AAD-Forestry Commission and his performance or his employee's performance of the work described herein.
- M. Contractor agrees that before commencing operations, the contractor **will** furnish AAD-Forestry Commission satisfactory evidence that the contractor has complied with all laws of the United States of America and the State of Arkansas, including the Fair Labor Standards Act of 1938 and amendments hereto, and **will** furnish proper certificates that the contractor has in full force and effect worker's compensation insurance in compliance with the Arkansas Worker's Compensation Act, and that the contractor has obtained public liability and property damage insurance with the minimum limits of \$250,000 and \$500,000 for public liability and \$250,000 for property damage, which said insurance **will** bear certificate that same is in indemnification of AAD-Forestry Commission for any losses which it might suffer as a result of the contractor's entry upon AAD-Forestry Commission premises and performance of the work described herein. Said policies **shall** also bear a certificate that the same **will** not be cancelled except upon ten (10) days prior written notice to AAD-Forestry Commission and **will** contain an obligation on the part of the insurance company or companies issuing same to defend both the AAD-Forestry Commission and the contractor against any and all claims, demands or suits which may be made or filed against either or both growing out of the contractor's operation.

2.6 AGENCY RESPONSIBILITIES

- A. AAD-Forestry Commission may furnish additional equipment, implements or materials to the contractor as deemed necessary for the performance of the work by the contractor.
- B. AAD-FC **will** operate all field equipment and machinery. The only machinery contractor **will** be required to operate **will** be strappers, gel hoses, sewing machine and staple machine.
- C. An AAD-Forestry Commission representative **will** advise contractor's foreman of production schedule each day of the work week for the following day.
- D. AAD-FC **will** inspect seedling container to maintain container counts, monitor grading practices and cull seedlings.

SECTION 3 - SPECIFICATIONS FOR HARVESTING SERVICES

ITEM 1. HARVESTING SERVICES FOR HARDWOOD SEEDLINGS

Services may include, but are not limited to the following:

- A. All seedling packing counts to be plus or minus 2% of labeled count.
- B. Maximum percent of allowed culls in any bag will be 2%.
- C. If culls are packed into separate bags labeled as "culls or #2's the contractor will be paid for them at the contracted price per thousand. If culls or #2's are left in the field; no payment will be made for those seedlings.
- D. Requirements of premium pay: Premium Pay **will** be determined each day based on the records of daily packing counts which **will** be agreed upon between the contractor and nursery supervisor.
 - 1) Zero percent culls paced = 10% premium pay of total contracted price for each day according to the packing records. (If culls are found in the packing records for that day, the 10% premium pay **shall not** be awarded, however the bag count premium pay could still be in effect).
 - 2) Bag counts cannot be below labeled amount and **must** be no more than 2% above labeled bag count = 5% premium pay of total contracted price for each day according to the packing records. (If bag counts are below labeled amount or more than 2% above the labeled amount, the 5% premium pay shall not be awarded, however the 10% premium pay for zero percent culls could still be in effect).

ITEM 2: HARVESTING SERVICES FOR PINE SEEDLINGS

Services may include, but are not limited to the following:

- A. Pine seedlings **must** be packed and strapped in boxes or bags within two (2) hours from the time the seedling roots are undercut and lifted.
- B. If seedlings are packed in boxes, the pine **must** be organized and laid in a nice, clean box in such a way that it will be appealing to the agency customers when they open the box.
- C. Roots must be properly sprayed with gel so that all roots are covered but excess spray is not used.
 - 1) Roots that are not sprayed with gel are not acceptable and those boxes are subject to repackaging at contractor's expense.
 - 2) Excessive water in the bottom of the box is not acceptable and those boxes are subject to repackaging at contractor's expense.
 - 3) Excess dirt left on the roots is not acceptable and those boxes are subject to repackaging at contractor's expense.

OFFICIAL BID PRICE SHEET
Bid pricing **must** be typed or printed in ink

Item	Service Description	Estimated Quantity	Price per thousand
1	Hardwood Harvesting Services	5,500 per thousand seedlings	\$ _____
2	Pine Harvesting Services	3,500 per thousand seedlings	\$ _____
Total for all services			\$ _____

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 Office of State Procurement 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.
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 Office of State Procurement 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 Office of State Procurement. 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 Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the 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. CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the goods or services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 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 goods or services and there are no longer funds legally available to pay for the goods or 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.