



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-19-0053	Solicitation Issued:	01/15/2019
Description:	Pontoon Boats, Motors, and Trailers		
Agency:	Arkansas Department of Parks and Tourism		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	02/04/2019	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>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.</p>
Bid's Outer Packaging:	<p>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.</p> <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:	Chris Reynolds	Buyer's Direct Phone Number:	501-683-6636
Email Address:	Chris.reynolds@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Department of Parks and Tourism (ADPT) to obtain pricing and a contract for the following marine equipment:

- Five (5) 26 Foot Pontoon Boats and Outboard Motor Combination Packages
- Three (3) 15 Horsepower (HP) Outboard Motors
- Two (2) 45 Pound Thrust Trolling Motors
- One (1) Single Axle Boat Trailer
- One (1) Triple Axle Pontoon Boat Trailer

The Scope of this IFB includes providing pontoon boats, motors, and trailers as specified herein and delivery to various Arkansas State Parks.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a FIRM contract, to up to four (4) Contractors.
- B. The anticipated starting date for any resulting contract is 03/01/2019, except that the actual contract start date may be adjusted forward 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.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

Office of State Procurement
1509 West Seventh Street, Room 300
Little Rock, AR 72201-4222

1.5 ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.

- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- G. "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.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "shall" or "must" in the requirement.
- I. "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 agency using such a contract.
- J. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding from all State Holidays.
- K. "State Holiday" means the following days during the year when State Offices are closed:
- New Year's Day
 - Dr. Martin Luther King Jr.'s Birthday
 - George Washington's Birthday and Daisy Gatson Bates Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day

1.7 **RESPONSE DOCUMENTS**

A. Bid Response Packet

- The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.

- b. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
- c. Specification sheets for all items included in the group being bid. For example, specification sheets for Group 1: Pontoon Boat and Motor Combination Packages; **must** include specifications for the pontoon boats, motor installed, and other equipment as applicable.
- The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*,
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Proposed Subcontractors Form. (See *Subcontractors*.)
- **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 3:00 p.m., Central Time on or before 01/21/2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 - For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 - Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on 01/25/2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. 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.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. 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.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 SUBCONTRACTORS

- A. Prospective Contractor should complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet*.
- B. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.10 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.
- D. Prospective Contractor(s) may bid on one group, all groups, or a combination of groups. However, if a Prospective Contractor is bidding on Group 1: Pontoon Boat and Outboard Motor Combination packages, the Prospective Contractor **shall** bid on all 5 items within Group 1: Pontoon Boat and Outboard Motor Combination Packages. Prospective Contractor(s) **shall** provide pricing for all items included in a particular group.
- E. Should a Prospective Contractor fail to price an item included in Group 1, 2, 3, or 4 on which they are bidding, the State reserves the right to reject Prospective Contractor's bid submission.
- F. The four groups are:
- Group 1: Five (5) 26 foot Pontoon Boat and Outboard Motor Combination Packages as specified herein.
 - Group 2: Three (3) 15 HP Outboard Motors and Two (2) Trolling Motors as specified herein.
 - Group 3: One (1) Single Axle Boat Trailer as specified herein.
 - Group 4: One (1) Triple Axle Pontoon Boat Trailer as specified herein.

1.11 PRIME CONTRACTOR RESPONSIBILITY

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

1.12 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the Prospective Contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
- The prices in the bid have been arrived at independently, without collusion.
 - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

1.15 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.

- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 AWARD PROCESS

A. Successful Contractor Selection

1. Award will be made to the lowest-bidding, responsible Prospective Contractor in each of the four (4) groups as listed on the Official Price Sheet on an **ALL OR NONE**, basis.

B. Negotiations

1. 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.
2. 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.

C. Anticipation to Award

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at http://www.arkansas.gov/dfa/procurement/pro_intent.php.
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

1.17 INTERGOVERNMENTAL/COOPERATIVE USE OF COMPETITIVELY BID PROPOSALS AND CONTRACTS

In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in any contract resulting from this solicitation with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing this solicitation.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- 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*.

1.19 EQUAL OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP must have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors 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.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. 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.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

1.23 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The Prospective Contractor's commodity or service **must** comply with the State's shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.24 VISA ACCEPTANCE

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- C. VISA is not the exclusive method of payment.

1.25 PUBLICITY

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

1.26 RESERVATION

The State will not pay costs incurred in the preparation of a bid.

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Department of Parks and Tourism (ADPT) to obtain pricing and a contract for the following marine equipment:

- Five (5) 26 Foot Pontoon Boats and Outboard Motor Combination Packages
- Three (3) 15 HP Outboard Motors
- Two (2) 45 Pound Thrust Trolling Motors
- One (1) Single Axle Boat Trailer
- One (1) Triple Axle Pontoon Boat Trailer

The Scope of this IFB includes providing pontoon boats, motors, and trailers as specified herein and delivery to various Arkansas State Parks.

2.2 GENERAL REQUIREMENTS

- A. The Contractor **shall** provide new equipment that is the latest model in production of good quality as to workmanship and material used, and compliant with applicable Federal Safety Standards and Guidelines.
- B. The Contractor **shall** provide equipment that is assembled, installed, adjusted, and ready for continuous water operation at the time of delivery.
- C. Included with the Prospective Contractor's bid submission, the Prospective Contractor **shall** provide specification sheet(s) for all items within the Group being bid, including installed devices such as Global Positioning Systems (GPS).
- D. The Contractor **shall** provide a Certificate of Origin at the time of Delivery and Acceptance.

2.3 INDUSTRY REFERENCES

- A. The Prospective Contractor may use the following industry references as a guide in determining the marine equipment to be provided in each group as follows:
1. Group 1: Aloha Paradise Series 260 Triple Tunnel Sundeck Pontoon Boat and Mercury Outboard Four Stroke EFI Command Thrust Motor; Hummingbird 787 C2 GPS and Fishing System Sonar or agency approved equals
 2. Group 2: Mercury Outboard Four Stroke EFI Motor; Mercury Outboard Four Stroke EFI ProKicker Motor; Minn Kota Freshwater Traxxis 45 Transom Mount Trolling Motor or agency approved equals
 3. Group 3: EZ Loader River Boat 17-20 2800 Trailer or agency approved equal
 4. Group 4: Trailer for Pontoons 28 Triple Axle Heavy Duty Boat Trailer or agency approved equal

2.4 GROUP 1: PONTOON BOAT AND OUTBOARD MOTOR COMBINATION PACKAGE REQUIREMENTS

- A. The Contractor **shall** provide five (5) Pontoon Boat and Outboard Motor Combination Packages as follows:
- Two (2) Pontoon Boat and Outboard Motor Combination Packages to Lake Ouachita State Park
 - Two (2) Pontoon Boat and Outboard Motor Combination Packages to DeGray Lake State Park
 - One (1) Pontoon Boat and Outboard Motor Combination Package to Lake Chicot State Park

B. As part of the Pontoon Boat and Outboard Motor Combination Packages, the Contractor **shall** provide Pontoon Boats meeting the following minimum Requirements:

1. **SIZE**

- a. Minimum of 26 foot length
- b. Carrying capacity to accommodate approximately 14 persons
- c. Weight carrying capacity of approximately 3,200 pounds
- d. A Coast Guard Rating Plate rating not to exceed 250 horsepower

2. **ELECTRONICS**

- a. Full color GPS and Fishfinder sonar unit
 - i. Built-in to steering console
 - ii. Digital display only
- b. Battery with on/off switch
- c. Transducer and transducer mounting bracket, installed
- d. Deluxe console with full gauge package, including but not limited to:
 - i. oil pressure
 - ii. battery charge
 - iii. tachometer
 - iv. speedometer
 - v. windshield
 - vi. 12-volt outlet
- e. AM/FM Bluetooth radio with MP3 input and a minimum of four (4) speakers
- f. Built in horn

3. **PONTOON TUBE CONSTRUCTION**

- a. Three (3) heavy duty aluminum pontoon tubes:
 - i. Length: Center pontoon, approximately 26 inch; outer pontoons, approximately 25 inch
 - ii. 5052 marine alloy heavy duty 0.100 gauge
 - iii. Tig Welded pontoon seams
 - iv. Pontoon Diameter: approximately 26 inch
 - v. Continuous block expanded polystyrene flotation from bow to stern in each pontoon
 - vi. Nosecone keel reinforcements
 - vii. Approximately 25 inch heavy duty aluminum transom built in the center pontoon or equivalent

4. **MAIN DECK CONSTRUCTION**
 - a. Completely welded framework
 - b. Bolted construction on all decking and railing including but not limited to:
 - i. Saltwater package with all stainless steel or aluminum fasteners
 - ii. Round aluminum under skin upgrade
 - c. Width: Approximately 8 ½ feet
 - d. Deck Length: Approximately 26 feet
 - e. Rubber/ Vinyl main decking material **required** versus standard marine carpet
 - f. Approximately 8 ½ foot tongue and groove decking material: 3/4 inch, 7-ply marine grade panels
 - g. Approximately 1/4-inch-thick aluminum u-channel cross members
 - h. 2 inch diameter round railing/fencing system with polyurethane paint that meets saltwater package requirements
 - i. Sweptback compound curve bow
 - j. Hydraulic Steering
5. **SUN DECK CONSTRUCTION**
 - a. Approximately 8 foot x 8 foot sundeck
 - b. Marine grade carpet
 - c. Ergonomic ladder to access deck
6. **SAFETY EQUIPMENT**
 - a. Vessel appropriate rated fire extinguisher with built-in holder
 - b. Front and rear entry gates
 - c. Docking lights
 - d. Light Emitting Diode (LED) Courtesy lights
 - e. Built-in fuel tank or cell; Environmental Protection Agency (EPA) compliant, minimum of 45 gallons
 - f. Americans with Disabilities Act (ADA) compliant side safety gate with full length hinges, minimum of one (1)
7. **ADDITIONAL EQUIPMENT OR RIGGING**
 - a. Trailer towing eye and ski tow eye
 - b. Stern mooring eyes, minimum of two (2)
 - c. Pontoon bow mooring eyes, minimum of two (2)
 - d. Ventilated storage under the seating
 - e. Rotational molded furniture for seating; deck furniture that contains aluminum sub bases and covered in vinyl upholstery with Ultra-Violet (UV) protection

- f. Heavy duty ski tow bar
- g. Rear entry swim ladder
- h. Various cupholders placed throughout the boat
- i. Playpen cover

C. As a part of the Pontoon Boat and Outboard Motor Combination Packages, the Contractor **shall** provide five (5) Outboard Motors installed on the Pontoon Boats at the time of delivery, meeting the following minimum Requirements:

1. **SIZE AND MOTOR CHARACTERISTICS**

- a. Horsepower: 115
- b. Shaft Length: 25 inches
- c. Engine Type: Inline 4 Cylinder
- d. Engine Displacement: 2:1
- e. Bore and Stroke: Approximately 3.5 inch x 3.2 inch
- f. Alternator: 35 amp / 441 watts with water-cooled voltage regulator
- g. Fuel System: Electronic Fuel Injection (EFI)
- g. Ignition: 70 Digital Inductive Ignition or equal
- h. Starting Method: Electric start
- i. Full Throttle RPM Range: 5000-6000
- j. Emissions Compliance: California Air Resource Board (CARB) 3 Star, U.S. Environmental Protection Agency (EPA) requirements
- k. Air Induction: Performance-Tuned Scroll Intake Manifold
- l. Cooling System: Water-cooled with thermostat

2. **PROPULSION CHARACTERISTICS**

- a. Gearcase Ratio: 2.38:1
- b. Gear Shift: F-N-R
- c. Gearcase Options: Command Thrust
- d. Lubrication: Wet Sump

3. **MISCELLANEOUS INFORMATION**

- a. Exhaust System: Through propeller
- b. Trim System: Power Tilt, Power Trim
- c. Shallow Water Trim Range: Approximately 20°
- d. Steering: Hydraulic Power Steering

D DELIVERY LOCATION

The Contractor **shall** deliver the Pontoon Boat and Outboard Motor Combination Packages in the quantities specified to the following Arkansas State Parks:

1. Lake Chicot State Park

2542 Highway 257
Lake Village, AR 71653
Park Contact: Ocie Hunter
Park Phone: 870-265-5480

Pontoon Boat and Outboard Motor Combination Package Quantity: **ONE (1)**

2. DeGray Lake Resort State Park

2027 State Park Entrance Road
Bismarck, AR 71929
Park Contact: Walt Reding
Park Phone: 501-865-5810

Pontoon Boat and Outboard Motor Combination Package Quantity: **TWO (2)**

3. Lake Ouachita State Park

5451 Mountain Pine Road
Mountain Pine, AR 71956
Park Contact: Lee Howard
Park Phone: 501-767-9366

Pontoon Boat and Outboard Motor Combination Package Quantity: **TWO (2)**

2.5 GROUP 2: OUTBOARD MOTORS AND TROLLING MOTORS

A. The Contractor **shall** provide three (3) Outboard Motors and two (2) Trolling Motors, for a total of five (5) motors as follows:

- One (1) Four Stroke EFI Outboard Motor to Lake Ouachita State Park
- Two (2) Four Stroke EFI Outboard Kicker-style Motors to DeGray Lake State Park
- Two (2) Trolling Motors to Petit Jean State Park

B. The Contractor **shall** provide one (1) Outboard Motor to Lake Ouachita State Park, meeting the following minimum Requirements:

1. SIZE AND MOTOR CHARACTERISTICS

- a. Horsepower: 15 HP
- b. Shaft Length: 15 inches
- c. Engine Type: Inline 2 Cylinder
- d. Engine Displacement: 20.3 / 333
- e. Bore and Stroke: Approximately 2.40 inch x 2.24 inch
- f. Alternator: 12 amp / 145 watts
- g. Fuel System: EFI
- h. Ignition: Capacitor Discharge Ignition (CDI) with electronic spark advance
- i. Fuel Induction System: 2 valves per cylinder, Single Overhead Cam (SOHC)
- j. Starting Method: Electric start
- k. Full Throttle RPM Range: 5700-6200
- l. Emissions Compliance: CARB 3 Star EPA requirements
- m. Cooling System: Water-cooled with thermostat

2. PROPULSION CHARACTERISTICS

- a. Gearcase Ratio: 2.15:1
- b. Gear Shift: F-N-R
- c. Gearcase Options: Standard

3. MISCELLANEOUS INFORMATION

- a. Exhaust System: Through propeller
- b. Trim System: Manual
- c. Trim Positions: Approximately six (6)
- d. Shallow Water Drive
- e. Shallow Water Trim Range: Approximately 16°

- f. Steering: Tiller Steering
- C. The Contractor **shall** provide two (2) kicker-style outboard motors to DeGray Lake Resort State Park, meeting the following minimum Requirements:

2. **SIZE AND MOTOR CHARACTERISTICS**

- a. Horsepower: 15 HP
- b. Engine Type: Inline 2 Cylinder
- c. Shaft Length: 20 inches
- d. Engine Displacement: 20.3 / 333
- e. Bore and Stroke: Approximately 2.40 inch x 2.24 inch
- f. Alternator: 12 amp / 145 watts
- g. Fuel System: EFI
- h. Ignition: Capacitor Discharge Ignition (CDI) with electronic spark advance
- i. Fuel Induction System: Single Overhead Cam (SOHC)
- j. Starting Method: Electric start
- k. Full Throttle RPM Range: 5700-6200
- l. Emissions Compliance: CARB 3 Star EPA requirements
- m. Cooling System: Water-cooled with thermostat

3. **PROPULSION CHARACTERISTICS**

- a. Gearcase Ratio: 2.15:1
- b. Gear Shift: F-N-R
- c. Gearcase Options: Standard

4. **MISCELLANEOUS INFORMATION**

- a. Exhaust System: Through propeller
- b. Trim System: Power Tilt
- c. Trim Positions: Approximately six (6)
- d. Shallow Water Drive
- e. Shallow Water Trim Range: Approximately 16°
- f. Steering: Tiller Steering

- D. The Contractor **shall** provide two (2) trolling motors to Petit Jean Lake State Park, meeting the following minimum Requirements:

1. **SIZE AND MOTOR CHARACTERISTICS**

- a. Thrust: forty-five (45) pounds
- b. Speed Control: Variable
- c. Voltage: 12 Volts
- d. Shaft Length: 36 inches
- e. Prop: Ability to cut through heavy vegetation
- f. Battery Meter: Push to Test Battery Meter
- g. Control: Tilt / Extend Tiller
- h. Steering: Tiller, Steering Tension Control
- i. Handling: One-Handed Stow
- j. Amp Draw: 42 Volts
- k. Adjustable Running Depth
- l. Shaft Material: Indestructible Composite Shaft
- m. Power Control: Digital Maximizer

E. **DELIVERY LOCATION**

The Contractor **shall** deliver the Outboard Motors and Trolling Motors in the quantities specified, to the following Arkansas State Parks:

1. **Lake Ouachita State Park**

5451 Mountain Pine Road
Mountain Pine, AR 71956
Park Contact: Lee Howard
Park Phone: 501-767-9366

15 HP Outboard Motor Quantity: **ONE (1)**

2. **DeGray Lake Resort State Park**

2027 State Park Entrance Road
Bismarck, AR 71929
Park Contact: Walt Reding
Park Phone: 501-865-5810

15 HP Kicker-style Outboard Motor Quantities: **TWO (2)**

3. **Petit Jean State Park**

1285 Petit Jean Mountain Road
Morrilton, AR 72110
Park Contact: Joe Buckley
Park Phone: 501-727-5441

45 Pound Thrust Trolling Motor Quantities: **TWO (2)**

2.5 GROUP 3: SINGLE AXLE BOAT TRAILER

A. The Contractor **shall** provide one (1) boat trailer to Bull Shoals State Park, meeting the following minimum Requirements:

1. SIZE

- a. Trailer adjustable to accommodate a minimum of 17 foot to 20 foot boat
- b. Overall Length: 21.5 feet
- c. Overall Width: Approximately 96 inches
- d. Width Between Fenders: Approximately 77 inches
- e. Axle: Single Axle
- f. Axle Style: Torsion
- g. Weight Capacity: Approximately 2800 pounds

2. TRAILER CHARACTERISTICS

- a. Number of Bunks: Two (2)
- b. Bunk Type: Adjustable
- c. Bunk Cover: Marine-Grade Carpet
- d. Brakes: Disc
- e. Tires: Standard Radial, Approximately 14 inches in diameter
- f. Wheels: Standard Steel
- g. Spare Tire: With Carrier, Mounted on Trailer
- h. Safety Chains: Welded
- i. Trailer Lights: Standard Department of Transportation (DOT) Approved
- j. Ball Hitch: Standard 2 inch
- k. Winch: Mounted on Adjustable Stand; Easy-Wind Winch Strap
- l. Tongue: Standard, Non-Adjustable
- m. Trailer Jack: Standard
- n. Trailer Finish: Galvanized

B. **DELIVERY LOCATION**

The Contractor **shall** deliver the Single Axle Boat Trailer in the quantities specified, to the following Arkansas State Park:

1. **Bull Shoals State Park**

129 Bull Shoals Park
Lakeview, AR 72642
Park Contact: Billy Lindsey
Park Phone: 870-445-3629

Single Axle Boat Trailer Quantity: **ONE (1)**

2.6 GROUP 4: TRIPLE AXLE PONTOON BOAT TRAILER

A. The Contractor **shall** provide one (1) Pontoon Boat trailer to Lake Dardanelle State Park, meeting the following minimum Requirements:

1. SIZE

- a. Length: approximately 28 feet
- b. Overall Length: approximately 35 feet
- c. Overall Width: Approximately 96 inches
- d. Axle: Triple Axle
- e. Axle Style: Spring Suspension
- f. Per Axle Weight Capacity: Approximately 3500 pounds

2. TRAILER CHARACTERISTICS

- a. Number of Bunks: Three (3)
- b. Bunk Type: Adjustable
- c. Bunk Cover: Marine Grade Carpet
- d. Brakes: Disc, Approximately 10 inch diameter with concealed actuator
- e. Tires: Standard Radial, Approximately 14 inches in diameter
- f. Wheels: Standard Steel
- g. Spare Tire: One (1) With Carrier, Mounted on Trailer
- h. Safety Chains: Welded
- i. Trailer Lights: LED, DOT Approved
- j. Ball Hitch: Concealed, Approximately 2 5/16 inch coupler
- k. Winch: Mounted on Adjustable Stand; Easy-Wind Winch Strap
- l. Tongue: Standard, Non-Adjustable
- m. Trailer Jack: Standard
- n. Trailer Finish: Black, powdercoat
- o. Guide Rails: Middle
- p. Bunk Kit: Triple Tube, Full length

B. DELIVERY

The Contractor **shall** deliver the Triple Axle Boat Trailer in the quantity specified, to the following Arkansas State Park:

1. Lake Dardanelle State Park

100 State Park Drive
Russellville, AR 72802
Park Contact: Sarah Keating
Park Phone: 479-967-5516

Triple Axle Pontoon Boat Trailer Quantity: 1

2.7 DELIVERY: FOB DESTINATION

- A. The agency requests delivery to the locations specified within 30 calendar days after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. (See Official Bid Price Sheet.) 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 Monday through Friday from 8:00 AM to 4:30 PM Central Time, excluding State Holidays, 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 Contractor **shall** provide delivery to delivery locations specified herein via FOB Destination.

2.8 ACCEPTANCE STANDARDS

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

SECTION 3 – GENERAL CONTRACTUAL ITEMS

- *Do not provide responses to items in this section.*

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Parks and Tourism
Attn: Accounts Payable
#1 Capitol Mall, Room 4A-900
Little Rock, AR 72201

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

3.2 GENERAL INFORMATION

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30 day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
 - a. The right to possession.
 - b. The right to accrued payments.
 - c. The right to expenses of de-installation.
 - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 **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.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 **STATEMENT OF LIABILITY**

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of Contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The Contractor will retain total liability for equipment, software and technical and business or operations literature. The State will not at any time be responsible for or accept liability for any Contractor-owned items.
- B. The Contractor's liability for damages to the State will be limited to the value of the Contract or \$5,000,000, whichever is higher. The foregoing limitation of liability will not apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The Contractor and the State will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will not apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the Contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **must not** be construed or deemed as the State's waiver of its right of sovereign immunity. The Contractor agrees that any claims against the State, whether sounding in tort or in contract, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

3.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's 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.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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.

3.7 CONTRACT INTERPRETATION

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.

3.8 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to **minor amendments** to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.9 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the Contractor will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- *Do not provide responses to items in this section.*

- 1. GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** 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 **shall** have 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:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall 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 **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. 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 Solicitation*.
- 5. QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only, and are not guaranteed. Contractor **must** 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:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* 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 **shall** have 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 Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 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 Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 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 Contractor.
- 10. AMENDMENTS:** Contractor's bids 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 Contractor. 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 Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may

become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

14. **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. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** 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 Contractors list or suspension of eligibility for award.
17. **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.
18. **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 *Bid Solicitation*, (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.
19. **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, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall 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 Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor 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 Contractor 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 Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, 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.
25. **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.