



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-19-0084	Solicitation Issued:	5/10/2019
Description:	Farm Equipment Lease		
Agency:	Arkansas Department of Correction		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	5/23/2019	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:	John Leverett	Buyer's Direct Phone Number:	501-683-2222
Email Address:	john.leverett@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - 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) for Arkansas Department of Correction (hereafter "ADC/Lessee") to obtain pricing and a contract for a farm equipment lease.

1.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a term contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is immediately upon award, 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.
- C. The initial term of a resulting contract will be for approximately two (2) years, from date of award until June 30, 2021. At the end of the lease term, the agency may, at the option of the Arkansas Department of Correction:
 1. Return all equipment under the lease
 2. Renew the lease for an additional 24 months under the conditions stated below:
 - a. If the Agency exercises item 2 above, the Agency will return the equipment initially provided under the lease, and the successful Contractor **shall** furnish new/used equipment of the same make and latest model, or otherwise meeting the same or exceeding specifications, as contained in the successful Contractor's original bid.

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" and "Prospective Lessor" are used synonymously in this document and mean a person who submits a bid in response to this solicitation.
- D. "Contractor" and "Lessor" are used synonymously in this document and mean 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. “Lease Hours” means the number of hours that are paid for in advance as a part of the lease payment for the recorded use of a piece of equipment.
- K. “Overage Hours” means any hours used beyond the pre-paid Lease Hours.

1.7 **RESPONSE DOCUMENTS**

A. Bid Response Packet

1. 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.
2. 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*, #25. *Disclosure*.)
 - c. Copy of Prospective Contractor’s *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Proposed Subcontractors Form. (See Subcontractors.)
3. **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 4:00 p.m., Central Time on or before May 16, 2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. 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 May 21, 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*. Quantities listed for each item are estimated. The 12-Month Extended Price column and the 12-Month Grand Total Price cell are highlighted in gray and will automatically calculate.
- 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 Official Bid Price Sheet.

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 responsive, responsible Prospective Contractor, bidding on an ALL-OR-NONE BASIS, with the lowest 12-Month Grand Total Price.

Any resulting contract will be approximately a two-year term contract with the option to renew for an additional two-year term.
2. Prices **must** remain firm through each term of the lease. Price escalations may be considered at renewal.
3. Prior to bid award, ADC reserves the right to reduce or add pieces of any equipment item number in order to meet budgetary requirements.
4. When requested by OSP, the Contractor **shall** provide a current lease agreement within three (3) business days of request, for OSP and ADC Legal review.

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 up to 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 fourteenth 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. .
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 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.

1.21 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.

1.22 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.

1.23 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.

1.24 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) for Arkansas Department of Correction (hereafter “ADC/Lessee” or “ADC”) to obtain pricing and a contract for a farm equipment lease.

2.2 ANNUAL EQUIPMENT OPERATING HOURS

The projected hours of use for the combine and each tractor are noted on the following specification pages under Lease Hours.

Additional Overage Hours **must** be made available for purchase, as needed, for the combine and each tractor. The Overage Hours **must** be priced per hour on the *Official Bid Price Sheet*.

2.3 WARRANTY

- A. Both used and new equipment **must** have the identical new equipment warranty which must apply to both 2-year lease terms.
- B. All equipment, including used equipment, **must** have full powertrain warranty for the entire period of the lease.
- C. If a piece of equipment or implement becomes unavailable, due to breakdown and/or maintenance/warranty work, for a period of forty-eight (48) hours or more from the time the Lessor is contacted, a replacement piece of equipment of equal or greater specifications **must** be provided by the Lessor including delivery and pickup. This replacement equipment **must** be available for the duration of the repair at no cost to ADC/Lessee. The Lessor **shall** repair in place or move such piece of equipment, at the Lessor's expense, to and from the Lessor's repair facility.
- D. Contractor **shall** respond to all service calls within six (6) hours of notification from ADC/Lessee.

2.4 EQUIPMENT SET UP/DELIVERY

- A. The Lessor **shall** be responsible for all setup and delivery throughout the term of lease.
- B. The equipment that is delivered **must** be the correct equipment for the term of the lease.
- C. Loaner equipment will only be allowed with written permission from OSP and the ADC. Loaner equipment will only be allowed with documented special circumstances by the Lessor and ADC/Lessee on an item by item basis. All documentation will become part of the permanent OSP contract file.

2.5 BIDDING USED EQUIPMENT

- A. Lessor **shall** bid all item numbers to qualify for award.
- B. It is acceptable to bid used equipment on this IFB, however, used items are optional and may be bid at the Lessor's option, they are not mandatory.
- C. Lessor **shall** identify equipment as “used” in the Equipment Condition area of the *Official Bid Price Sheet*.
- D. Used equipment **must** be less than two (2) years old and meet all the minimum specifications of that same item number of a new piece of equipment.
- E. Used equipment **must** have less usage hours, when delivered, than the total lease hours allowable for that same equipment.
- F. Usage hours for used equipment **must** be listed in the area provided on the *Official Bid Price Sheet*.

- G. Lease contract hours for used equipment for a given item number **must** be the same as lease allowable hours for new equipment. However, contract use hours **must** begin at the usage hours total on used equipment when it is delivered.

Example:

Used Equipment Hours at Delivery
Lease Allowable Hours
Used Equipment Allowable End Reading

600 = Starting Point
+700
1300 = End of Lease Contract Hours,
Beginning of Overage Hours

2.6 **PRODUCT SPECIFICATIONS/CUT SHEETS**

Specification and/or cut sheets for all equipment should be included with bid submission but **must** be submitted upon request.

2.7 **OVERAGE HOURS**

Overage Hour prices must be provided with bid response; however, they will not be included in the 12-Month Grand Total Price.

2.8 **TRAINING**

- A. The Lessor **shall** provide training to ADC/Lessee personnel on the operation and maintenance of the equipment provided. Training will be scheduled by ADC/Lessee. Training **must** include all equipment and **must** be held at one ADC/Lessee location for all ADC personnel at the same time.
- B. ADC/Lessee has the right to decide which ADC location the training will take place, on what date, and time.
- C. The Lessor **shall** provide an operator's manual, printed in English, with each piece of equipment.

2.9 **LEASE TERMS AND CONDITIONS**

- A. Lessor's lease terms and conditions should be submitted with bid. Lease terms and conditions **must** be submitted prior to contract award. Lessor's terms and conditions **must** be in compliance with State of Arkansas Law. If any of the Lessor's terms and conditions are not compliant with State Law, the State reserves the option not to award a contract.
- B. Within three (3) business days of the request from OSP, the Lessor **shall** provide a current lease agreement to OSP for OSP and ADC Legal review.

2.10 **DELIVERY: FOB DESTINATION**

- A. Bid price **must** include all shipping and handling costs.
- B. The ADC/Lessee requires an itemized list be sent in an electronic format, to be determined by ADC/Lessee, at least three (3) business days prior to equipment/material(s) being delivered.
- C. Notice of at least 24 business hours **must** be given to ADC/Lessee prior to delivery or the shipment may be refused.
- D. Deliver to:

Delivery locations are listed at the end of each item number specification sheet within this IFB and will be one of the below.

ADC/Cummins Farm Operation Hwy 388 Grady, AR 71644	ADC/Tucker Farm Operation 2400 State Farm Rd Tucker, AR 72168	ADC/EARU Farm Operation 326 Lee 601 Brickeys, AR 72320	ADC/Wrightsville Farm Operation 8400 Hwy 386 Wrightsville, AR 72183
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- E. **All items on the bid must be fully operable and delivered to ADC no later than July 1, 2019. If this** delivery date cannot be met, the Lessor **shall** state the number of days required to place the commodities in the ADC's/Lessee designated location(s). Failure to state the delivery time obligates the Lessor to complete

delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.

If applicable, fill in alternate delivery days in the Bid Response Packet.

1. All deliveries **must** be made during normal state work hours and within the agreed upon number of days between ADC/Lessee and the Lessor unless otherwise arranged and coordinated with ADC/Lessee. The Lessor **shall** give ADC/Lessee immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
2. Loss or damage that occurs during shipping, prior to the order being received by the ADC/Lessee, is the Lessor's responsibility. All orders should be properly packaged to prevent damage during shipping.

2.11 **ACCEPTANCE STANDARDS**

- A. During anticipation to award, ADC/Lessee will have the option to visually inspect and accept or reject all new or used equipment prior to award.
- B. After contract award, inspection and acceptance/rejection of new or used equipment/material(s)/product(s) will be made within thirty (30) days of receipt. The State has the option to return any equipment/material(s)/product(s) within the thirty (30) day timeframe for any reason.
- C. Bid **must** include a "total satisfaction" return policy for all products and **must** not impose any liability on the State for such returns.

Minimum Specifications for Item 1: Agriculture Tractor, New or Used

IF BIDDING NEW: AGRICULTURE TRACTOR **MUST** BE 2019 OR NEWER

IF BIDDING USED: AGRICULTURE TRACTOR **MUST** BE LESS THAN 2 YEARS OLD

- A. Tractor **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **Agriculture tractor: four-wheel drive, articulated configured frame must contain the following:**
 - 1. ENGINE: Diesel, advertised horsepower rating 500 hp+/- 20 hp
 - 2. TRANSMISSION: Power-Shift or Quad-Shift or Power-Sync, maximum of 24 forward gears, minimum 12 forward gears, maximum of 6 reverse gears, minimum of 2 reverse gears and maximum speed forward 25 mph
 - 3. STEERING: Articulated hydraulic steering with tilt/telescoping steering wheel
 - 4. BRAKES: Wet disc, self-adjusting brakes
 - 5. HYDRAULICS: Pump flow minimum 57 GPM, minimum 6 select control valves, power beyond, case drain
 - 6. CAB: Rollover protection, air conditioner, interior rear-view mirror, comfort seat with swivel, tinted glass, front wiper, swing-out rear window, GPS monitor-ready location, 12-volt convenience outlet(s), AM/FM radio, and instructional seat.
 - 7. INSTRUMENTATION: Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, system voltage.
 - 8. GPS AUTO STEER: Wired for GPS and include mounting bracket, GPS receiver, colored touch screen inside cab, with operator manual, ready for use GPS accuracy, RTK mobile (inch or less). Subscription fees included and mobile data management.
 - 9. ELECTRICAL: 12-volt electrical system, alternator rating minimum 130 amps
 - 10. BATTERIES: Cold cranking amps, minimum 925 amps
 - 11. LIGHTS: Equipped with enhanced light package as recommended by manufacturer.
 - 12. AXLE: Minimum 4.50" axle diameter
 - 13. PTO: 1000 RPM
 - 14. BALLAST: Ballasted per manufacturer specification, to perform heavy tillage operations.
 - 15. TRACKS: 36" rubber tracks, quad tracks or 2 solid tracks will be acceptable
 - 16. ADDITIONAL EQUIPMENT: Equipped with SMV emblem, performance monitor, back-up alarm, with tow cable, true ground speed sensor, ISO 11783, and remote performance monitoring capabilities. **Must** be compatible with all types of planting and spraying equipment.

17. LEASE HOURS: Maximum 700 hours per year

ITEM 1 - DELIVERY LOCATION: Lessor shall deliver one (1) Agriculture Tractor, new or used, to the Cummins Unit.

Minimum Specifications for Item 2: Agriculture Tractor, New or Used

IF BIDDING NEW: AGRICULTURE TRACTOR **MUST** BE 2019 OR NEWER

IF BIDDING USED: AGRICULTURE TRACTOR **MUST** BE LESS THAN 2 YEARS OLD

A. Tractor **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.

B. Features that come standard from the factory **must not** be deleted or charged as additional options.

C. **Agriculture Tractor: Mechanical Front Wheel Drive must contain the following:**

1. ENGINE: Diesel, advertised horsepower rating 340 hp +/- 5 hp
2. PTO: Power take off performance: PTO operation independent 1000 rpm
3. TRANSMISSION: Power-Shift or Quad-Shift or Power-Sync, IVT, minimum 12 forward gear selections, minimum of 2 reverse gear selections.
4. STEERING: Hydraulic steering with tilt/telescoping steering wheel.
5. BRAKES: Wet disc, self-adjusting brakes
6. HYDRAULICS: Minimum of 58 GPM pump, minimum of 4 remotes, power beyond, case drain
7. HITCH AND DRAWBAR: Category 3 / 4N hitch with quick hitch coupler, and Cat 3 adjustable drawbar swinging hitch, lift capacity minimum 17,400 lbs. Hydraulic 3rd arm adj.
8. CAB: Rollover protection, air conditioner, interior rear-view mirror, comfort seat with swivel, tinted glass, front wiper, swing-out rear window, GPS monitor ready location, minimum 12-volt convenience outlet(s), AM/FM radio, monitor mount, instructional seat.
9. INSTRUMENTATION: Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, PTO speed, system voltage.
10. GPS AUTO STEER: Wired for GPS and include mounting bracket, GPS receiver, colored touch screen inside cab, with operator manual, ready for use GPS accuracy +/- 1 inch. Subscription fees included and mobile data management.
11. ELECTRICAL: 12-volt electrical system, alternator rating minimum 150 amp.
12. BATTERIES: Cold cranking amps, minimum of 775 amps.
13. LIGHTS: Equipped with enhanced light package as recommended by manufacturer.
14. AXLE/WHEELS/TIRES: Dual wheel configuration front and rear, heavy duty 118-inch x 4.5-inch minimum diameter axles, with two steel or heavy duty cast iron inside rear wheels and two steel outer rear wheels, front wheel, four steel wheels, tire tread design RIW, and sized for 30" rows. All tire spacing to be set on 30-inch widths.
15. BALLAST: Ballasted per manufacturer's recommendations for heavy tillage and heavy lift implements.
16. ADDITIONAL EQUIPMENT: Equipped with SMV emblem, exterior ISO plug 11783, English operator manual, back-up alarm, and remote performance monitoring capabilities. **Must** be compatible with all types of planting and spraying equipment.

17. LEASE HOURS: Maximum 700 hours per year

ITEM 2 - DELIVERY LOCATION: Lessor shall deliver three (3) Agriculture Tractors, new or used, to the Cummins Unit.

Minimum Specifications for Item 3: Agriculture Tractor, New or Used

IF BIDDING NEW: AGRICULTURE TRACTOR **MUST** BE 2019 OR NEWER

IF BIDDING USED: AGRICULTURE TRACTOR **MUST** BE LESS THAN 2 YEARS OLD

- A. Tractor **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **Agriculture tractor, Track machine must contain the following:**
 - 1. ENGINE: Diesel, advertised horsepower rating minimum 340 engine hp +/- 5 hp
 - 2. TRANSMISSION: Power-Shift or Quad-Shift or Power-Sync, minimum 12 forward gears, maximum of 6 reverse gears, and minimum of 2 reverse gears.
 - 3. STEERING: Hydraulic steering with tilt/telescoping steering wheel.
 - 4. BRAKES: Wet disc, self-adjusting brakes.
 - 5. HYDRAULICS: Pump flow minimum 55 GPM, minimum 4 select control valves. Hydraulic 3rd arm, power beyond, case drain
 - 6. PTO: Power take off performance: PTO operation independent 1000 rpm
 - 7. HITCH and DRAWBAR: Cat 4N quick hitch, minimum category III drawbar
 - 8. CAB: Roll over protection, air conditioner, interior rear-view mirror, comfort seat with swivel, factory tinted glass, front wiper, swing-out rear window, GPS monitor ready location, 12-volt convenience outlet(s), AM/FM radio, and instructional seat.
 - 9. INSTRUMENTATION: Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, PTO speed, system voltage.
 - 10. GPS AUTO STEER: Wired for GPS and include mounting bracket, GPS receiver, colored touch screen inside cab, with operator manual, ready for use GPS accuracy +/-1 inch. Subscription fees included and mobile data management.
 - 11. ELECTRICAL: 12-volt electrical system, alternator rating minimum 130 amps.
 - 12. BATTERIES: Cold cranking amps, minimum 925 amps.
 - 13. LIGHTS: Equipped with enhanced light package as recommended by manufacturer.
 - 14. TRACKS: 30" rubber tracks. Quad tracks or 2 solid tracks will be acceptable.
 - 15. BALLAST: Ballasted per manufacturer's specifications to perform tillage operations and heavy lift implements.
 - 16. ADDITIONAL EQUIPMENT: Equipped with SMV emblem, performance monitor, back up alarm. Remote Performance Monitoring capabilities. **Must** be compatible with all types of planting and spraying equipment.

17. LEASE HOURS: Maximum 700 hours per year

ITEM 3 - DELIVERY LOCATION: Lessor shall deliver one (1) Agriculture Tractor, new or used, to the Cummins Unit.

ITEM 3 - DELIVERY LOCATION: Lessor shall deliver one (1) Agriculture Tractor, new or used, to the Tucker Unit.

Minimum Specifications for Item 4: Agriculture Tractor, New or Used

IF BIDDING NEW: AGRICULTURE TRACTOR **MUST** BE 2019 OR NEWER

IF BIDDING USED: AGRICULTURE TRACTOR **MUST** BE LESS THAN 2 YEARS OLD

A. Tractor **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.

B. Features that come standard from the factory **must not** be deleted or charged as additional options.

C. Agriculture Tractor, MFD must contain the following:

1. ENGINE: Diesel, engine horsepower rating 310 hp +/-5 hp
2. PTO: Power take off performance: standard 1000 rpm output shaft, PTO operation independent.
3. TRANSMISSION: Power-Shift or Power-Quad or IVT or Auto-Quad, minimum 15 forward gears.
4. STEERING: Hydraulic steering with tilt/telescoping steering wheel.
5. BRAKES: Wet disc.
6. HYDRAULIC: Minimum 57 GPM flow, standard 4 remotes. Hydraulic adjustable 3rd arm, power beyond, case drain.
7. HITCH and DRAWBAR: Minimum category III drawbar swinging hitch, lift capacity minimum 15,000 lb. minimum CAT 3N quick hitch
8. CAB: Rollover protection, air conditioner, interior rear-view mirror, comfort seat with swivel, tinted glass, front wiper, swing-out rear window, 12-volt convenience outlet(s), AM/FM radio, and instructional seat.
9. INSTRUMENTATION: Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, PTO speed, system voltage
10. GPS AUTO STEER: Wired for GPS and include mounting bracket, GPS receiver, colored touch screen, +/- 1" accuracy. Subscription fees included and mobile data management.
11. ELECTRICAL: 12-volt electrical system, alternator rating minimum 120 amp, batteries cold cranking amps minimum 775 amp
12. LIGHTS: Equipped with enhanced light package as recommended by manufacturer.
13. TIRES: R1W tires sized by factory recommendations for 30" rows, duals front and rear
14. BALLAST: Ballasted per manufacturer's specifications for tillage and planting.
15. ADDITIONAL EQUIPMENT: Equipped with SMV emblem, back up alarm, and remote performance monitoring capabilities. **Must** be compatible with all types of planting and spraying equipment.

16. LEASE HOURS: Maximum 700 hours per year

ITEM 4 - DELIVERY LOCATION: Lessor shall deliver one (1) Agriculture Tractor, new or used, to the East Arkansas Regional Unit.

Minimum Specifications for Item 5: Agriculture Tractor, New or Used

IF BIDDING NEW: AGRICULTURE TRACTOR **MUST** BE 2019 OR NEWER

IF BIDDING USED: AGRICULTURE TRACTOR **MUST** BE LESS THAN 2 YEARS OLD

- A. Tractor **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **Agriculture Tractor, with mechanical front wheel drive must contain the following:**
 - 1. ENGINE: Diesel, engine horsepower rating 225 hp +/-5 hp
 - 2. PTO: Power take off performance: 1000 rpm output shaft, PTO operation independent.
 - 3. TRANSMISSION: Power-Shift or Quad transmissions, minimum 15 forward gears.
 - 4. STEERING: Hydraulic steering with tilt/telescoping steering wheel.
 - 5. BRAKES: Wet disc.
 - 6. HYDRAULIC: Minimum 55 GPM flow, 4 remotes. Hydraulic adjustable 3rd arm, power beyond, case drain
 - 7. HITCH and DRAWERS: Category III drawbar swinging hitch, lift capacity minimum 13,000 lbs.
 - 8. CAB: Rollover protection, air conditioner, interior rear-view mirror, comfort seat with swivel, tinted glass, front wiper, swing-out rear window, 12-volt convenience outlet(s), AM/FM radio, and instructional seat.
 - 9. INSTRUMENTATION: Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, PTO speed, system voltage.
 - 10. GPS AUTO STEER: Wired for GPS and include mounting bracket, GPS receiver, colored touch screen, +/- 1" accuracy. Data recording capabilities. Subscription fees included and mobile data management.
 - 11. ELECTRICAL: 12-volt electrical system, alternator rating minimum 120 amp.
 - 12. LIGHTS: Equipped with enhanced light package as recommended by manufacturer.
 - 13. AXLE: 3.75 " minimum diameter
 - 14. WHEELS/TIRES: Rear inside wheels **must** be cast iron or steel, with steel outer rear wheels, radial tires, 4 ea. Sized for 30" row width with R1W tread with rear fenders. Front tire size to match rear tire size per factory specifications; Set up on 30" row widths unless otherwise specified.
 - 15. BALLAST: Ballasted per manufacturer's specifications to perform tillage and heavy lift implements.
 - 16. ADDITIONAL EQUIPMENT: Equipped with SMV emblem, back up alarm. Remote performance monitoring capabilities. **Must** be compatible with all types of planting and spraying equipment.

17. LEASE HOURS: Maximum 700 hours per year

ITEM 5 - DELIVERY LOCATION: Lessor shall deliver two (2) Agriculture Tractors, new or used, to the Cummins Unit.

Minimum Specifications for Item 6: Agriculture Tractor, New or Used

IF BIDDING NEW: AGRICULTURE TRACTOR **MUST** BE 2019 OR NEWER

IF BIDDING USED: AGRICULTURE TRACTOR **MUST** BE LESS THAN 2 YEARS OLD

- A. Tractor **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **Agriculture Tractor, with mechanical front wheel drive and front-end loader must contain the following:**
 - 1. **LOADER:** Equipped with joystick control for loader, 2 function stick. Front End Loader **must** be quick connect and have a standard bucket and HD bale spear. Joystick **must** be compatible with the tractor.
 - 2. **ENGINE:** Diesel, engine horse power rating 130 +/- 5 hp.
 - 3. **PTO:** Power take off performance: PTO operation independent 540/1000 rpm
 - 4. **TRANSMISSION:** Power-shift, with clutch-less shuttle, maximum of 18 forward gears, minimum 6 forward gears.
 - 5. **STEERING:** Hydraulic steering with tilt/telescoping steering wheel.
 - 6. **BRAKES:** Wet disc
 - 7. **HYDRAULICS:** 3 remote and 3 function mid-mount valve and joystick. Hydraulics **must** be loader ready.
 - 8. **HITCH AND DRAWBAR:** Category III swinging hitch, lift capacity 5100 lbs. minimum
 - 9. **CAB:** Rollover protection, air conditioner, interior rear-view mirror, comfort seat with swivel, tinted glass, front wiper swing-out rear window. Tractor will be wired for and include mounting bracket for GPS, 12-volt convenience outlet(s), AM/FM radio, instructional seat, and monitor mount.
 - 10. **INSTRUMENTATION:** Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, PTO speed, system voltage.
 - 11. **ELECTRICAL:** 12-volt electrical system, alternator rating minimum of 120 amps.
 - 12. **LIGHTS:** Equipped with enhanced light package as recommended by manufacturer.
 - 13. **AXLE:** Minimum 3.1" diameter
 - 14. **BALLAST:** Ballasted to manufacturer's specifications to perform field work and lifting with the front-end loader.
 - 15. **TIRES:** **Must** be minimum manufacturer's appropriate tire size to match engine horse power size bid.
 - 16. **GPS AUTO STEER:** Auto-steer /auto-guide RTK +/-1", remote monitoring capability. Subscription fees included and mobile data management.
 - 17. **ADDITIONAL EQUIPMENT:** Equipped with SMV emblem, performance monitor, back up alarm. Remote performance monitoring capabilities.

18. LEASE HOURS: Maximum 1,000 hours per year

ITEM 6 - DELIVERY LOCATION: Lessor shall deliver five (5) Agriculture Tractors, new or used, to the Cummins Unit.

ITEM 6 - DELIVERY LOCATION: Lessor shall deliver one (1) Agriculture Tractor, new or used, to the Tucker Unit.

ITEM 6 - DELIVERY LOCATION: Lessor shall deliver two (2) Agriculture Tractors, new or used, to the Wrightsville Unit.

Minimum Specifications for Item 7: Agriculture Tractor, New or Used

IF BIDDING NEW: AGRICULTURE TRACTOR **MUST** BE 2019 OR NEWER

IF BIDDING USED: AGRICULTURE TRACTOR **MUST** BE LESS THAN 2 YEARS OLD

- A. Tractor **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **Agriculture Tractor, with mechanical front wheel drive and front-end loader must contain the following:**
 - 1. **LOADER:** Equipped with joy stick control for loader, 2 function stick. Loader **must** be fitted with a standard bucket and HD Bale Spear, and quick connect for loader attachments. Joystick **must** be compatible with the tractor.
 - 2. **ENGINE:** Diesel, engine horse power rating 100 +/- 5 hp
 - 3. **PTO:** Power take off performance: PTO operation independent, 540 rpm
 - 4. **TRANSMISSION:** Power-shift, with clutch-less shuttle, or power shuttle w/wet clutch, minimum 12 forward gears
 - 5. **STEERING:** Hydraulic steering with tilt/telescoping steering wheel
 - 6. **BRAKES:** Wet disc
 - 7. **HYDRAULICS:** 2 remote and 2 function mid-mount valve and joystick. Hydraulics **must** be loader ready.
 - 8. **HITCH AND DRAWBAR:** Category II swinging hitch, lift capacity 3000 lbs. minimum
 - 9. **ROLL OVER PROTECTION SYSTEM**
 - 10. **INSTRUMENTATION:** Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, PTO speed, system voltage
 - 11. **ELECTRICAL:** 12-volt electrical system, alternator rating minimum of 40 amps
 - 12. **LIGHTS:** Equipped with enhanced light package as recommended by manufacturer.
 - 13. **TIRES:** **Must** be minimum manufacturer's appropriate tire size to match engine horse power size bid
 - 14. **BALLAST:** Ballasted to manufacturer's specifications to perform lift duties with the frontend loader.
 - 15. **ADDITIONAL EQUIPMENT:** Equipped with SMV emblem and back-up alarm.
 - 16. **LEASE HOURS:** Maximum 1,000 hours per year

ITEM 7 - DELIVERY LOCATION: Lessor shall deliver two (2) Agriculture Tractors, new or used, to the Cummins Unit.

ITEM 7 - DELIVERY LOCATION: Lessor shall deliver two (2) Agriculture Tractors, new or used, to the Wrightsville Unit.

Minimum Specifications for Item 8: Class 8 Combine, New or Used

IF BIDDING NEW: CLASS 8 COMBINE **MUST** BE 2019 OR NEWER

IF BIDDING USED: CLASS 8 COMBINE **MUST** BE LESS THAN 2 YEARS OLD

- A. Combine **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **Class 8 Combine with Headers must contain the following:**
 - 1. ENGINE: Diesel, engine horsepower rating 500 hp +/- 50 hp
 - 2. STEERING: Hydraulic/hydrostatic steering, tilt/ telescoping steering wheel
 - 3. TRANSMISSION: 2 Speed 4WD
 - 4. GRAIN TANK: 400 bushel minimum
 - 5. Extended Wear Package/Tough Rice Package
 - 6. Feeder house reverser
 - 7. Rotor Threshing system Rice Rotor Tough Rice Package
 - 8. Extended reach unloading auger
 - 9. CAB: Roll over protection, air conditioner, interior rear-view mirror, comfort seat with swivel, tinted glass, front wiper, 12-volt convenience outlet(s), AM/FM radio, instructional seat, and in-cab machine settings
 - 10. INSTRUMENTATION: Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine-hour, ground speed, PTO speed, system voltage
 - 11. GPS AUTO STEER: Tractor will be wired for GPS, with mounting bracket, GPS receiver, color touch screen, +/- 1" accuracy, subscription fees included, Mobile Data Management
 - 12. ELECTRICAL: 12-volt electrical system, alternator rating minimum 120 amp. Batteries cold cranking amps minimum 775 amp.
 - 13. LIGHTS: Equipped with enhanced light package as recommended by manufacturer.
 - 14. TRACKS: 36" rubber tracks
 - 15. WEIGHTS: Combine **must** be properly ballasted with additional weights as required.
 - 16. ADDITIONAL EQUIPMENT: Vehicle **must** be equipped with SMV emblem, back-up alarm, and remote performance monitoring capabilities.

17. LEASE HOURS: Maximum 400 hours per year

ITEM 8 - DELIVERY LOCATION: Lessor shall deliver one (1) Class 8 Combine, new or used, to the Cummins Unit.

ITEM 8 - DELIVERY LOCATION: Lessor shall deliver one (1) Class 8 Combine, new or used, to the Tucker Unit.

ITEM 8 - DELIVERY LOCATION: Lessor shall deliver one (1) Class 8 Combine, new or used, to the East Arkansas Regional Unit.

Minimum Specifications for Item 9: 35 Foot Flex Draper Header, New or Used

IF BIDDING NEW: 35 FOOT FLEX DRAPER HEADER **MUST** BE 2019 OR NEWER

IF BIDDING USED: 35 FOOT FLEX DRAPER HEADER **MUST** BE LESS THAN 2 YEARS OLD

- A. Draper header **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **35' Flex Draper Header must contain the following:**
 - 1. Rubber draper belts
 - 2. In-cab belt speed control
 - 3. Auto head height control

ITEM 9 - DELIVERY LOCATION: Lessor shall deliver one (1) 35' Flex Draper Header, new or used, to the Cummins Unit.

ITEM 9 - DELIVERY LOCATION: Lessor shall deliver one (1) 35' Flex Draper Header, new or used, to the Tucker Unit.

ITEM 9 - DELIVERY LOCATION: Lessor shall deliver one (1) 35' Flex Draper Header, new or used, to the East Arkansas Regional Unit.

Minimum Specifications for Item 10: 16 Row, 30 Inch Corn Header, New or Used

IF BIDDING NEW: 16 ROW, 30 INCH CORN HEADER **MUST** BE 2019 OR NEWER

IF BIDDING USED: 16 ROW, 30 INCH CORN HEADER **MUST** BE LESS THAN 2 YEARS OLD

- A. Corn header **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **16 Row, 30 Inch Corn Header must contain the following:**
 - 1. Pinching knife rolls
 - 2. Hydraulic adjustable snap plate
 - 3. Stalk chopping package

ITEM 10 - DELIVERY LOCATION: Lessor shall deliver one (1) 16 Row, 30 Inch Corn Header, new or used, to the Cummins Unit.

Minimum Specifications for Item 11: Self-Propelled Sprayer, All Wheel Drive, New or Used

IF BIDDING NEW: SELF-PROPELLED SPRAYER, ALL WHEEL DRIVE **MUST** BE 2019 OR NEWER

IF BIDDING USED: SELF-PROPELLED SPRAYER, ALL WHEEL DRIVE **MUST** BE LESS THAN 2 YEARS OLD

- A. Sprayer **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **Self-Propelled Sprayer, All Wheel Drive must contain the following:**
 - 1. ENGINE: Diesel, Peak rated 250 hp +/- 5 hp
 - 2. TANK: 800 gallon minimum, stainless steel
 - 3. BOOM: 100' with boom control and auto shut off GPS height controlled
 - 4. TRANSMISSION: Hydrostatic, full time 4-wheel drive,
 - 5. STEERING: Hydraulic steering with tilt/telescoping steering wheel.
 - 6. BRAKES: Minimum dynamic or disc brakes
 - 7. CAB: Roll over protection, air conditioner, interior rearview mirror, comfort seat with swivel, tinted glass, front wiper, swing-out rear window, monitor ready location, industry standard convenience outlet(s), AM/FM radio, monitor mount, minimum 12-volt convenience outlet(s), and instructional seat.
 - 8. INSTRUMENTATION: Engine oil pressure gauge or light indicator, engine coolant temperature gauge or light indicator, fuel gauge, engine hour, ground speed, PTO speed, system voltage.
 - 9. GPS AUTO STEER: Equipment will be wired for GPS and will include mounting bracket, GPS receiver, colored touch screen inside cab, with operator manual, ready for use GPS accuracy +/- 1 inch. Subscription fees included. Mobile Data Management
 - 10. BOOM CONTROL: Auto height, GPS on and off to prevent spray overlap
 - 11. ELECTRICAL: 12-volt electrical system, alternator rating minimum 150 amp.
 - 12. BATTERIES: Cold cranking amps, minimum of 775 amps.
 - 13. LIGHTS: Equipped with enhanced light package as recommended by manufacturer.
 - 14. TIRES: 2 sets: 1 set floatation tires and rims; 1 set for 30" row applications
 - 15. ADDITIONAL EQUIPMENT: Vehicle to be equipped with SMV emblem, English operator manual, back up alarm. Remote performance monitoring capabilities
 - 16. LEASE HOURS: Maximum 1,000 hours per year

ITEM 11 - DELIVERY LOCATION: Lessor shall deliver one (1) Self-Propelled Sprayer, All Wheel Drive, new or used, to the Cummins Unit.

Minimum Specifications for Item 12: 12 Row, 30 Inch Corn Header, New or Used

IF BIDDING NEW: 12 ROW, 30 INCH CORN HEADER **MUST** BE 2019 OR NEWER

IF BIDDING USED: 12 ROW, 30 INCH CORN HEADER **MUST** BE LESS THAN 2 YEARS OLD

- A. Corn header **must** contain all standard items normally included by the manufacturer of the year, make, and model bid at no extra cost.
- B. Features that come standard from the factory **must not** be deleted or charged as additional options.
- C. **12 Row 30" Corn Header must contain the following:**
 - 1. Pinching knife rolls
 - 2. Hydraulic adjustable snap plate
 - 3. Stalk chopping package

ITEM 12 - DELIVERY LOCATION: Lessor shall deliver one (1) 12 Row, 30 Inch Corn Header, new or used, to the East Arkansas Regional Unit.

SECTION 3 – GENERAL CONTRACTUAL ITEMS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

As specified on PO.

- 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/Contractor** 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 Sub-Contractor 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.