



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

## INVITATION FOR BID

IFB Number: <b>SP-16-0241</b>	Buyer: <b>Julia Shackelford</b>
Service: <b>Hauling Service, Crops</b>	Bid Opening Date: <b>July 7, 2016</b>
Agency: <b>AR Dept. of Correction – Cummins Unit</b>	
Date Issued: <b>June 23, 2016</b>	Bid Opening Time: <b>1:30 p.m. Central Time</b>

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

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

**MAILING ADDRESS:**  
Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222  
  
**TELEPHONE NUMBER:** 501-324-9316

**BID OPENING LOCATION:**  
Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

Company Name:

Name (type or print):

Title:

Address:

City:

State:

Zip Code:

Telephone Number:

Fax Number:

E-Mail Address:

**Signature:**

**USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED**

Business Designation  
(check one):

Individual [ ]

Sole Proprietorship [ ]

Public Service Corp [ ]

Partnership [ ]

Corporation [ ]

Government/ Nonprofit [ ]

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000746265

**1. MINORITY BUSINESS POLICY**

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

Check minority type:

African American\_\_\_\_ Hispanic American\_\_\_\_ American Indian\_\_\_\_ Asian American\_\_\_\_  
Pacific Islander American\_\_\_\_ Service Disabled Veteran\_\_\_\_

Arkansas Minority Certification Number\_\_\_\_\_

**2. EQUAL OPPORTUNITY POLICY**

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

**3. PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

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

**4. ALTERATION OF ORIGINAL IFB DOCUMENTS**

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

**5. REQUIREMENT OF ADDENDUM**

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

**6. DELIVERY OF RESPONSE DOCUMENTS**

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

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**7. ADDITIONAL TERMS AND CONDITIONS**

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

**8. ANTICIPATION TO AWARD**

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

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

**9. PAST PERFORMANCE**

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

**10. VISA ACCEPTANCE**

Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

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

Bidders should complete the Disclosure Forms issued with this bid.

**12. CURRENCY**

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

**13. LANGUAGE**

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

## SECTION 1 - GENERAL INFORMATION

### 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Correction – Cummins Farm Unit located in Grady, AR to obtain pricing and a contract for a crop hauling service.

### 1.2 ISSUING AGENCY

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

### 1.3 CAUTION TO BIDDERS

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

### 1.4 BID FORMAT

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

### 1.5 TYPE OF CONTRACT

Any resulting contract **will** be a one (1) year **TERM** contract. The anticipated start date is September 1, 2016. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. In no event **shall** the total contract term be more than seven (7) years.

### 1.6 PAYMENT AND INVOICE PROVISIONS

Payment **will** be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment **will** be made only after the contractor has successfully satisfied the agency as to the services being rendered. The vendor should invoice agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice.

**NOTE:** The vendor **shall** be paid only for loads that are properly documented and reported to the ADC Cummins farm office.

All invoices should be forwarded to:  
Arkansas Department of Correction  
Attention: Accounts Payable/Purchasing  
P.O. Box 6408  
Pine Bluff, AR 71611

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

### **1.7 RECORD RETENTION**

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

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

### **1.8 PROPRIETARY INFORMATION**

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

### **1.9 RESERVATION**

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

### **1.10 PRIME CONTRACTOR RESPONSIBILITY**

The selected vendor **will** be required to assume prime contractor responsibility for the contract and **will** be the sole point of contact with regard to all commodities, services and/or support.

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

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

### **1.11 CONTRACT INFORMATION**

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

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

**1.12 CONDITIONS OF CONTRACT**

The successful bidder **shall** at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the completion of the work. The successful bidder **shall** 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 successful bidder.

**1.13 STATEMENT OF LIABILITY**

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

**1.14 AWARD RESPONSIBILITY**

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

**1.15 PUBLICITY**

News releases by a vendor pertaining to this IFB or any portion of the project **shall** not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official **will** not initiate any publicity relating to this procurement action before the contract award is completed.

**1.16 AWARD CRITERIA**

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

**1.17 DELEGATION AND/OR ASSIGNMENT**

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

**1.18 COST**

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the services being bid. Bid pricing **must** be valid for sixty (60) days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

**NOTE:**

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

**1.19 ON-SITE LOCATION OF CROPS**

Arkansas Department of Correction – Cummins Unit  
Farm Operation  
Hwy. 388  
Grady AR, 71644

**1.20 DELIVERY RADIUS OF CROPS**

Delivery of crops will be FOB Destination, Freight Paid:

- 1) On-site delivery: ADC-Cummins Unit
- 2) Up to 30 mile radius from on-site location
- 3) 30 – 40 mile radius from on-site location
- 4) 40 – 80 mile radius from on-site location

**1.21 PRICE CHANGE CLAUSE**

All prices bid **shall** remain firm for the first term of the contract. Price increases may be considered at the time of contract renewal for the services provided. The vendor **must** provide written documentation to OSP justifying the increased cost. OSP **shall** have the right to require additional information pertaining to the requested increase. Increases **shall not** be considered to increase profit or margins.

After receipt of required documentation and in the event a price change is authorized thereafter, said prices **shall** remain firm for any period agreed upon for extension. Under no circumstances **shall** the vendor be retroactively compensated for any increased costs covered by this subsection.

In the event of a general price decrease, the State **shall** be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

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

**1.22 CANCELLATION**

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

## SECTION 2 - SPECIFIC REQUIREMENTS

### 2.1 SCOPE

The intent of this IFB is to establish a Term contract for Crop Hauling Service for the Arkansas Department of Correction – Cummins Farm Unit located in Grady, AR. The successful vendor must furnish the necessary labor, vehicles, equipment, materials and incidentals needed to meet the requirements as outlined in this IFB.

### 2.2 QUANTITY

The quantities listed are estimates based on approximate annual crop yields and are not guaranteed and may vary according to the agency needs. The agency reserves the right to increase or decrease the quantities on an as needed basis. No other claims for additional cost on materials or supplies **will** be accepted. **NOTE:** Issuance of an award does not guarantee an order.

### 2.3 ORDERING PROCEDURE

All orders placed against any resulting contract should be in the form of an agency issued purchase order on an as-required basis.

### 2.4 HOURS OF OPERATION

There are no set hours for Cummins Farm; crop hauling service will be on an as-need basis and could be seven (7) days a week, including holidays.

### 2.5 VENDOR RESPONSIBILITIES

The successful company and their employees **shall** adhere to ADC guidelines and procedures regarding the hauling of crops that will be harvested from State of Arkansas lands or State produced crops stored on State properties or in private elevators. Any resulting contract will not include amounts of crops hauled by ADC farm equipment. Crops to be hauled may include, but is not limited to corn, rice and soybeans.

The following guidelines and procedures may include, but is not limited to the following:

1. Provide a list of each truck and trailer (identified by license plate number) that will be entering ADC property to be used to haul crops. ADC requires dump or hopper bottom trucks to haul crops. Contractor's equipment **must** allow loading by grain carts with an 11-foot max clearance. ADC shall not be responsible for damages to vendor equipment.
2. Drivers must furnish a copy of their CDL license when entering ADC grounds.
3. All vehicles entering prison grounds are subject to search at any time. If illegal or smuggled freight is found, the driver is subject to charges being filed. Illegal or smuggled freight is described as any items determined by the Board.
4. Provide a minimum of four (4) trucks with dump or hopper bottoms and drivers within three (3) hours of notification from the Cummins farm manager or his designee to haul crops and not delay harvest. If the successful vendor cannot respond within three (3) hours from the request, ADC will hire other trucks to haul the crops.
5. All ADC facilities are tobacco free. Tobacco products must be locked in your vehicle.
6. All cell phones must remain in the vendor's immediate possession and be secured.
7. Any vehicle left unsupervised must be secured, locked and key removed.
8. Insurance must be carried for load & liability proof of insurance in accordance with DOT standards. ADC shall not be responsible for damage to vendor equipment or vehicles.
9. Specific procedures for loading and weighing:
  - a) Prior to the truck and trailer being loaded, it will be weighed on the ADC scales at the Cummins farm to establish a tare weight.



- b) After weighing the empty truck and trailer to establish a tare weight, ADC will enter a tare weight on the scale ticket.
- c) After loading the crops into the truck, the driver will proceed to the ADC scale to obtain the gross weight.
- d) After obtaining the gross weight, the ADC scale operator will complete the scale ticket with the following information:
  - i. Gross weight (from scale ticket reading)
  - ii. Tare weight, combination of truck and trailer as determined by ADC scales.
  - iii. Net weight (gross less tare)
  - iv. The ADC scale operator and driver **must** sign and date the scale ticket. Copies will be given to the driver.
- e) The driver **shall** deliver the load to the appropriate destination and **shall** receive a scale ticket that has been signed and dated by the buyer.
- f) The signed copy of the load receipt, along with the corresponding scale ticket **must** be returned to the farm office for documentation within five (5) days.
- g) All of the hauling from Cummins farm will be out of the fields, therefore, there could be long waits to get loaded in case of unforeseen circumstances. Drivers **must** plan accordingly as not to delay pick-up and delivery of crops.
- h) The contractor **will** be paid only for those loads properly documented and reported to the ADC farm office.

## **2.6 PERFORMANCE STANDARDS**

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

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<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance</b>
Four (4) trucks within three (3) hours of notification	Trucks <b>must</b> arrive on time as requested seven (7) days per week and holidays as needed.	ADC will hire other trucks. The contracted vendor <b>shall</b> reimburse ADC the difference between the contract price and actual charges for non-contract trucks.  ADC should complete a below standard VPR and the contract may be cancelled if the vendor continues to be in non-compliance.
Signed tickets returned	Signed buyer's tickets <b>must</b> be returned to the Cummins Farm office within five (5) days of the delivery.	Contracted vendor's overall invoice <b>shall</b> be reduced by 10% for any ticket received late during a particular hauling period.  ADC should complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant.
Adequate number of trucks maintained for steady and timely hauling of crops.	At the time of each order, the Cummins Farm Manager will determine how many trucks are needed to maintain a steady flow and timely hauling of crops. .	ADC <b>shall</b> hire other trucks. The contracted vendor will reimburse ADC the difference between the contract price and actual charges for additional trucks.  ADC should complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant.
Haul Loads	Trucks will be limited to only one time through the weigh station for each load. No return trips will be allowed to add or subtract from current load once the truck reaches the scales.	The contracted vendor <b>shall</b> be responsible for any penalties incurred for overloading.  ADC should complete a below standard VPR and the contract may be cancelled if the vendor continues to be non-compliant.

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**OFFICIAL BID PRICE SHEET**

Bid pricing **must** be typed or printed in ink

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ESTIMATED QUANTITY</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>EXTENSION PRICE</u></b>
1.	Hauling on site	20,000 units	\$ _____ per 100/cwt	\$ _____
2.	Hauling up to 30 mile radius	50,000 units	\$ _____ per 100/cwt	\$ _____
3.	Hauling, 30 - 40 mile radius	10,000 units	\$ _____ per 100/cwt	\$ _____
4.	Hauling, 40 - 80 mile radius	50,000 units	\$ _____ per 100/cwt	\$ _____
<b><i>ESTIMATED TOTAL COST FOR ALL SERVICES</i></b>				<b>\$ _____</b>

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**STANDARD TERMS AND CONDITIONS**

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids **must** be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **will** be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids **will** not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality **will** be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered **will** meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he **will** be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder **will** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **will** conform thereto and **will** serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items **will** function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they **will** be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators **will** be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing **shall** be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award **will** be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment **will** be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid **will** show the period of time the term contract **will** be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid **will** show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost **will** be borne by the vendor.

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- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery **shall** be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished **will** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder **shall** remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. CLAIMS:** Any claims the Contractor may assert under this Agreement shall be brought before the Arkansas State Claims Commission ("Commission"), which shall have exclusive jurisdiction over any and all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor shall continue to provide the Services under this Agreement even in the event that the Contractor has a claim pending before the Commission.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods **will** be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder **will** not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder **will** state that all qualified applicants **will** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder **will** furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder **will** include the provisions of items (a) through (d) in every subcontract so that such provisions **will** be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether

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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.