INVITATION FOR BID

<table>
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<tr>
<th>IFB Number: SP-14-0053</th>
<th>Buyer: Anna Hawthorne (501-324-9316) <a href="mailto:Anna.Hawthorne@dfa.arkansas.gov">Anna.Hawthorne@dfa.arkansas.gov</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Commodity: <strong>Commercial Lawn Care Equipment</strong></td>
<td>Bid Opening Date: <strong>Tuesday, October 29, 2013</strong></td>
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<tr>
<td>Agency: All State Agencies and Cooperative Purchasing Program participants within Arkansas</td>
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<tr>
<td>Date Issued: October 14, 2013</td>
<td>Bid Opening Time: <strong>2:00p.m. CDT/CST</strong></td>
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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

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

**TELEPHONE NUMBER:** 501-324-9316

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

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

   Arkansas Minority Certification Number___________________

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

3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS**
   Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: https://www.ark.org/dfa/immigrant/index.php/user/login

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 submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as “non-responsible” and the response shall not be considered.

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

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

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

8. **ANTICIPATION TO AWARD**

After complete evaluation of the bid, the anticipated award will be posted on the OSP website (http://www.arkansas.gov/dfa/procurement/pro_intent.php). The purpose of the posting is to establish a specific timeframe in which vendors and State entities 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 State entities 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 entity's/vendor's own risk.

The Office of State Procurement reserves the right to waive the policy of Anticipation to Award when it is in the best interest of the State. Vendors are responsible for viewing the Anticipation to Award section of the OSP web site at: http://www.arkansas.gov/dfa/procurement/pro_intent.php.

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 in 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 All State Entities to obtain pricing and contracts with Product Manufacturers for Commercial Lawn Care Equipment.

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, Anna Hawthorne at 501-324-9316 or by email at Anna.Hawthorne@dfa.arkansas.gov. Vendor’s questions will be answered as a courtesy and at vendor’s own risk.

1.3 COOPERATIVE PURCHASING PROGRAM PARTICIPATION:
Arkansas’ Purchasing Law provides that local public procurement units (counties, municipalities, school districts, certain nonprofit corporations, etc.) may participate in state procurement contracts. The contractor therefore agrees to sell to Cooperative Procurement Program participants at the option of the program participants. Unless otherwise stated, all standard and special terms and conditions listed within the invitation for bid must be equally applied to such participants.

1.4 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(s) named herein will initiate all contact.

2. Vendors must submit one (1) signed original IFB response on or before the date and time specified on page one.

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.

1.5 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. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.6 TYPE OF CONTRACT
The contract will be a one (1) year term contract from the date of award.

Upon mutual agreement by the Product Manufacturer(s) 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.
1.7 PAYMENT AND INVOICE PROVISIONS
All invoices shall be forwarded to the:

Ordering Entity as Specified

An itemized invoice must be addressed to the ordering State entity reflecting the entities purchase order number, State contract number (ex. SP-14-0053), quantity, description, and unit price of the product(s).

Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the entity. The State may not be invoiced in advance of delivery and acceptance of any equipment. Payment will be made only after the Vendor has successfully satisfied the entity as to the equipment purchased.

It is the intent of the State to make payment to the manufacturer.

Manufacturers must be registered as a vendor 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

1.8 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' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

1.9 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.

1.10 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.

1.11 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 support. The Prime Contractor may delegate facilitation of contract orders to their “Authorized/Certified Dealers” only. This delegation will in no way relieve the vendor of any contractual obligations set forth in this IFB.
1.12 **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 deinstallation.
      iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
      v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
   b. Include in its contract that the laws of the State of Arkansas govern the contract.
   c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

3. The State of Arkansas may contract with another party:
   a. To accept the risk of loss of 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.

1.13 **CONDITIONS OF CONTRACT**

The successful bidder(s) 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 this contract which in any manner affect the completion of the work. The successful bidder(s) shall indemnify and save harmless the State entity 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.

1.14 **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 vendors are required to retain total liability until the deliverables have been accepted by the “authorized entity official.” At no time will the State be responsible for or accept liability for any vendor-owned items.

1.15 **AWARD RESPONSIBILITY**

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

1.16 **PUBLICITY**

News release(s) by a vendor(s) 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.

1.17 **AWARD CRITERIA**

This IFB will be awarded to all responsible, responsive, product manufacturers who meet all specifications as outlined within this IFB. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.18 **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.
1.19 **COST**
All discounts must be included on the Official Bid Price Sheet(s) for the goods being bid. Discounts must be valid for 90 days following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

- The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet(s).
- Any cost not identified by the bidder but subsequently incurred in order to achieve completion and delivery of items shall be borne by the bidder.
- If discounts vary within a manufacturers total product offering, discounts should be assigned to each separate category and/or model as a separate line on the pricing sheet.

1.20 **LENGTH OF PRICE GUARANTEE**
Pricing shall be firm for a twelve (12) month period. Price increases are not allowed during the term of the contract.

1.21 **DELIVERY: FOB DESTINATION**
Various delivery locations within the State of Arkansas may be specified on the purchase order from the ordering entity.

The entity requests delivery within 30 days after receipt of the order. If this delivery date cannot be met, the bidder must state the number of days required to place the commodity in the ordering entity's designated location. Failure to state the delivery time obligates the bidder to complete delivery by the entity's requested date. Extended delivery dates may be considered upon mutual agreement between vendor and ordering entity.

Vendor should designate the number of calendar days required to deliver items to the entity's designated location:

- Unit _____ calendar days after receipt of purchase order
- Replacement Parts _____ calendar days after receipt of purchase order
- Attachments _____ calendar days after receipt of purchase order

All transportation expenses for delivery will be the responsibility of the vendor.

All deliveries must be made during normal entity work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the entity. The vendor shall give the entity immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement. Loss or damage that occurs during shipping, prior to the order being received by the entity, is the product vendor's responsibility.

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays.

1.22 **ACCEPTANCE STANDARDS**
Inspection and acceptance/rejection of product(s) shall be made within 30 days of receipt. Ordering entity shall have the option to return any product(s) within the 30 days.

**Return Requirements:**
Ordering entity shall coordinate returns with the Contractor. Ordering entities reserve the right to return products for defects in material and/or workmanship. In the event of product return, the ordering entity reserves the right to accept either a full refund for the returned product or a replacement of the product.

1.23 **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 30 days prior to the date of cancellation.
SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE
The intent of this invitation for bid is to establish a non-mandatory term contract with Product Manufacturers to purchase Commercial Lawn Care Equipment, replacement parts, and attachments for all State entities and cooperative purchasing program participants within Arkansas.

2.2 EQUIPMENT CLASSIFICATIONS:
A) Commercial grade Zero-Turn Mid-Mount Mowers, parts, and attachments.
B) Commercial grade Zero-Turn Front-Mount Mowers, parts, and attachments.
C) Commercial grade Stand-on Mowers, parts, and attachments.

NOTE: We encourage the bidding of alternative energy efficient products, such as renewable energy sources, green products, biofuels, diesel fuel, etc…

PRICING: It is the State of Arkansas’s intent to obtain the greatest discount off the product manufacturer’s most current published price list. Discounts may be by equipment "series", by individual models, or by any method that would be in the best interest of the state.

The official bid price sheets must be used for each equipment classification. If separate discounts apply to certain models, each model shall be shown on the price sheet with the applicable discount. If the same discount applies to all models, each model number need not be shown on the price sheet.

DISCOUNT CHANGE CLAUSE: The Product Manufacturer may offer larger discount percentages for products at any time during the contract. The overall price structure and discount levels shall remain firm for the term of the contract. Volume discounts and promotions above the bid discounts are acceptable and encouraged. Promotional discounts will not necessitate and contract modification of the bid discounts.

2.3 MANUFACTURER’S WEBSITE ADDRESS
Manufacturer’s should provide a website address, if available, to provide State entities information on manufacturer’s equipment, parts, and accessories.

Website address:______________________________________________________

2.4 PRODUCT MANUFACTURER’S DEALERS / SERVICE LOCATIONS
The Product Manufacturer must submit, in an excel spreadsheet, a list of Authorized dealers and service locations, prior to award. Only those dealers and service locations listed will be considered authorized to act on behalf of the Product Manufacturer.

- Dealers and Service location list must contain the following:
  - Name of Dealer and/or Service Location
  - Street Address, City, and State
  - Available Sales and/or Service
  - Phone Number
2.5 **MINIMUM ORDER QUANTITY**

The State makes no commitment to purchase any minimum or maximum quantity, or dollar volume of products from the selected manufacturers. Utilization of this agreement will be on an as needed basis by State Agencies and/or Cooperative Participants. In responding to the IFB, manufacturers recognize that the State will award to multiple vendors; however, the State reserves the right to purchase like and similar products from other suppliers as necessary to meet operation requirements.

*Note:* Issuance of a contract award does not guarantee an order.

2.6 **USAGE REPORT**

The vendor is required to submit QUARTERLY REPORTS reflecting usage activity.

The quarterly report is due the 10th of the month following the quarter's activity. The minimum information the report shall contain is: State contract number (ex. SP-14-0053), entity purchased, quantity ordered, and total cost per line item. Information shall be provided for both state agencies and cooperative entities. Information for state agencies and cooperative entities may be submitted on one report; however information shall be shown separately.

Failure to provide this information on time may be grounds for cancellation of contract or exclusion from award on future contracts due to vendor’s past performance.
OFFICIAL BID PRICE SHEET

A) Commercial grade Zero-Turn Mid-Mount Mowers, parts, and attachments

**PRICING/PERCENTAGE DISCOUNT BID**

Bids will be a percentage discount off the most current Manufacturer’s Published Price List.

**Commercial grade Zero Turn Mid-Mount Mowers:**

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<tr>
<th>Mower Series #:</th>
<th>Mower Description:</th>
<th>Mower Discount %:</th>
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**Commercial grade Zero Turn Mid-Mount Mower Replacement Parts:**

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<th>Replacement Part #:</th>
<th>Part Description:</th>
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**Commercial grade Zero Turn Mid-Mount Mower Accessories:**

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Include additional pages if needed
OFFICIAL BID PRICE SHEET

B) Commercial grade Zero-Turn Front-Mount Mowers, parts, and attachments.

PRICING/PERCENTAGE DISCOUNT BID
Bids will be a percentage discount off the most current Manufacturer’s Published Price List.

Commercial grade Zero Turn Front-Mount Mowers:

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Commercial grade Zero Turn Front-Mount Mower Replacement Parts:

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Include additional pages if needed
# OFFICIAL BID PRICE SHEET

**C) Commercial grade Stand-on Mowers, parts, and attachments**

**PRICING/PERCENTAGE DISCOUNT BID**
Bids will be a percentage discount off the most current Manufacturer’s Published Price List.

**Commercial grade Stand-on Mowers:**

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<th>Mower Series #</th>
<th>Mower Description</th>
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**Commercial grade Stand-on Mower Replacement Parts:**

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<tr>
<th>Replacement Part #:</th>
<th>Part Description:</th>
<th>Part Discount %</th>
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**Commercial grade Stand-on Mower Accessories:**

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<th>Accessory Part #:</th>
<th>Accessory Description:</th>
<th>Accessory discount %:</th>
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Include additional pages if needed
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 TERM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or
failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid. (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.

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, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.
# Contract and Grant Disclosure and Certification Form

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

## For Individuals*

Indicate below if you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

<table>
<thead>
<tr>
<th>Position Held</th>
<th>Mark (✓)</th>
<th>Name of Position of Job Held [senator, representative, name of board/commission, data entry, etc.]</th>
<th>For How Long?</th>
<th>What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, JR., child, etc.]</th>
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☐ None of the above applies

## For a Vendor (Business)*

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

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<th>For How Long?</th>
<th>What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?</th>
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☐ None of the above applies

* Rev. 08/20/07
Contract and Grant Disclosure and Certification Form

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.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

   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 subcontract. The party 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 contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature_________________________ Title_________________________ Date_________________________

Vendor Contact Person_________________________ Title_________________________ Phone No._________________________

Agency use only

Agency Number______ Agency Name_____________ Agency Contact Person_____________ Contact Phone No._____________ or Grant No.______

Rev. 08/20/07