



Term Contract

Vendor No. 100201687
Contact Tim Schaefer
Your reference SP-19-0076

HARRELLS LLC
PO Box 807
LAKELAND FL 33802-0807

Contract No. 4600044103
Date 03/07/2019

Contact Jonathan Love
Telephone 501-683-6636
Fax 501-324-9311

Our ref. ST
Incoterms FOB
DESTINATION

Send Invoice To:

AS STATED ON AGENCY PURCHASE ORDER

Ship To:

STATEWIDE DELIVERY
LITTLE ROCK AR 72201

Valid from: 03/07/2019

Valid to: 11/30/2021

Target value 150,000.00 USD
TOTAL PROJECTED COST: \$600,000.00

Reference Tracking: SP-19-0076

COMMODITY: GROUNDSKEEPING MATERIALS-FERTILIZER, PESTICIDE, HERBICIDE, GRASS SEED & RELATED ITEMS

NATIONAL IPA / OMNIA PARTNERS COOPERATIVE CONTRACT RH-18-014
LEAD AGENCY: CITY OF ROCHESTER HILLS, MI

START DATE: 12/01/2020
END DATE: 11/30/2021

VENDOR: HARRRELL'S, LLC.
VENDOR CONTACT NAME: TIM SCHAEFER
VENDOR PHONE: 918-231-9763
VENDOR EMAIL: tschaefer@harrells.com

TYPE OF CONTRACT: TERM

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS DOES NOT REPRESENT YOUR AUTHORITY TO SHIP. THE ORDERING AGENCY WILL ISSUE A PURCHASE ORDER OR USE A BUSINESS UNIT PROCUREMENT CARD TO AUTHORIZE SHIPMENT. THIS CONTRACT CONSTITUTES ACCEPTATION OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE REQUEST FOR PROPOSAL (RFP) ISSUED BY NATIONAL IPA / OMNIA PARTNERS IN CONJUNCTION WITH

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.

Signature of Edward R. Armstrong

Purchasing Official/Fiscal Officer

09/29/2020



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THE CITY OF ROCHESTER HILLS, MI.

CONTRACT PERIOD:

The term will be a ONE (1) year from the date of award. Upon mutual agreement by the contractor and the Office of State Procurement (OSP), National IPA / OMNIA Partners, and the City of Rochester Hills, MI, the contract may be renewed on a year-to-year basis, for up to TWO (2) additional ONE-year terms or a portion thereof. In no event shall the total contract term be more than SEVEN (7) years.

SCOPE:

This TERM contract is issued by the Office of State Procurement (OSP) for a cooperative contract with National IPA / OMNIA Partners Contract # RH-18-014, fulfilled by Harrell's, LLC. for GROUNDSKEEPING MATERIALS-FERTILIZER, PESTICIDE, HERBICIDE, GRASS SEED, AND RELATED ITEMS. All master contract information can be found as attachments in AASIS

Table with 5 columns: Item, Material/Description, Target QtyUM, Unit Price, Amount. Rows include items 0001 (HERBICIDE,CHEMICAL), 0002 (FERTILIZER,SOIL CND,MISC,EACH), 0003 (SEED,SOD,SOIL,MISC,EACH), and an Estimated Net Value of 150,000.00.

Jonathan Love, Statewide Procurement Specialist
Office of State Procurement
1509 West 7th Street, 3rd Floor
Little Rock, AR 72201-4222
Phone: 501-683-6636 Fax: 501-324-9311
jonathan.love@dfa.arkansas.gov

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
3. DISCOUNTS: All cash discounts offered will be taken if earned.

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4. **TAXES:** Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
5. **BRAND NAME REFERENCES:** The contractor guarantees that the commodity delivered is the same as specified in the bid.
6. **GUARANTY:** All items delivered are to 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 contractor 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 furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees 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 in the invitation for bid.
7. **AWARD:** This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
8. **DELIVERY:** The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown. Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.
9. **BACK ORDERS OR DELAY IN DELIVERY:** Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. 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.
10. **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.
11. **STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
12. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
13. **VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
14. **INVOICING:** The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.

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15.STATE PROPERTY: Any specifications, drawing, 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 the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.

16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.

17.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.

18.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.

19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the 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.

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