



STATE OF ARKANSAS
OFFICE OF STATE PROCUREMENT
 1509 West 7th Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-20-0058	Solicitation Issued:	1/22/2020
Description:	Marine Equipment - Boats, Motors, and Trailers		
Agency:	Arkansas Department of Parks, Heritage and Tourism (ADPHT)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	2/20/2020	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7th Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Jonathan Love	Buyer's Direct Phone Number:	501-683-6636
Email Address:	Jonathan.love@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

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

1.1 PURPOSE

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

- Four (4) 26 Foot Pontoon Party Barge Boats and Outboard Motor Combination Packages
- One (1) Fishin' Barge 22' and Outboard Motor (90 HP) Combination Package
- One (1) Fishin' Barge 22' and Outboard Motor (60 HP) Combination Package
- One (1) Shallow Water F4 Step Deck Transom Boat and Outboard Motor (40 HP) Combination Package
- One (1) 16 Foot Aluminum Flat Bottom Boat
- One (1) 115 Horsepower (HP) Outboard Motor
- One (1) 250 Horsepower (HP) Outboard Motor
- One (1) 15 Horsepower (HP) Outboard Motor – 20-inch shaft
- Two (2) 15 Horsepower (HP) Outboard Motors – 15-inch shaft
- One (1) Pontoon Tandem Axle 25' – 27' Barge Heavy Duty Trailer
- One (1) Pontoon Tandem Axle 22' – 24' Barge Heavy Duty Trailer
- One (1) Single Axle Boat Trailer
- One (1) Canoe and Stand Up Paddleboard (SUP) Aluminum Trailer
- One (1) Canoe and Stand Up Paddleboard (SUP) Ultra-Light Aluminum Trailer

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

1.2 TYPE OF CONTRACT

A. As a result of this IFB, OSP intends to award a FIRM contract to multiple Contractors.

B. The anticipated starting date for any resulting contract is 03/01/2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.

1.3 ISSUING AGENCY

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

1.4 BID OPENING LOCATION

Bids will be opened at the following location:

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

1.5 ACCEPTANCE OF REQUIREMENTS

A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.

B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

1.6 DEFINITION OF TERMS

A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.

- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- G. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.
- J. "Business Day" means Monday through Friday, 8:00 AM to 4:30 PM Central Time, excluding from all State Holidays.
- K. "State Holiday" means the following days during the year when State Offices are closed:
- New Year's Day
 - Dr. Martin Luther King Jr.'s Birthday
 - George Washington's Birthday and Daisy Gatson Bates Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day
 - Christmas Eve
 - Christmas Day

1.7 **RESPONSE DOCUMENTS**

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response *Packet*.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)

- i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
 - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
 - iii. Bid response **must** be in the English language.
- b. One (1) original hard copy of the *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 - c. Specification sheets for all items included in the group being bid. For example, specification sheets for Group 1: Pontoon Boats and Motor Combination Packages; **must** include specifications for the pontoon boats, motor installed, and other equipment as applicable.
2. The following items should be submitted in the original *Bid Response Packet* as a hard copy and as an electronic copy, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Bid Price Sheet*,
 - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #25. *Disclosure*.)
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - d. Proposed Subcontractors Form. (See *Subcontractors*.)
 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before 2/6/2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
 1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on 2/13/2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

1.9 SUBCONTRACTORS

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

1.10 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost.
- B. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.
- D. Prospective Contractor(s) may bid on one group, all groups, or a combination of groups. However, if a Prospective Contractor is bidding on Group 1: Pontoon Boats and Outboard Motor Combination packages, the Prospective Contractor **shall** bid on all four (4) items within Group 1: Pontoon Boats and Outboard Motor Combination Packages. Prospective Contractor(s) **shall** provide pricing for all items included in a particular group.
- E. Should a Prospective Contractor fail to price an item included in a particular group on which they are bidding, the State reserves the right to reject Prospective Contractor's bid submission.
- F. The fourteen (14) groups are:
 - Group 1: Four (4) 26 Foot Pontoon Party Barge Boats and Outboard Motor (115 HP) Combination Packages as specified herein.
 - Group 2: One (1) Fishin' Barge 22' and Outboard Motor (90 HP) Combination Package as specified herein.
 - Group 3: One (1) Fishin' Barge 22' and Outboard Motor (60 HP) Combination Package as specified herein.
 - Group 4: One (1) Shallow Water F4 Step Deck Transom Boat and Outboard Motor (40 HP) Combination Package as specified herein.
 - Group 5: One (1) 16 Foot Aluminum Flat Bottom Boat as specified herein.
 - Group 6: One (1) 115 Horsepower (HP) Outboard Motor as specified herein.
 - Group 7: One (1) 250 Horsepower (HP) Outboard Motor as specified herein.
 - Group 8: One (1) 15 Horsepower (HP) Outboard Motors (20-inch shaft) as specified herein.
 - Group 9: Two (2) 15 Horsepower (HP) Outboard Motors (15-inch shaft) as specified herein.
 - Group 10: One (1) Pontoon Tandem Axle 25' – 27' Barge Heavy Duty Trailer as specified herein.
 - Group 11: One (1) Pontoon Tandem Axle 22' – 24' Barge Heavy Duty Trailer as specified herein.
 - Group 12: One (1) Single Axle Boat Trailer as specified herein.

- Group 13: One (1) Canoe and Stand Up Paddleboard (SUP) Aluminum Trailer as specified herein.
- Group 14: One (1) Canoe and Stand Up Paddleboard (SUP) Ultra-Light Aluminum Trailer as specified herein.

1.11 PRIME CONTRACTOR RESPONSIBILITY

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

1.12 INDEPENDENT PRICE DETERMINATION

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

1.13 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.

- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.14 CAUTION TO PROSPECTIVE CONTRACTORS

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

1.15 REQUIREMENT OF ADDENDUM

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

1.16 AWARD PROCESS

- A. Successful Contractor Selection
 - 1. Award will be made to the lowest-bidding, responsible Prospective Contractor in each of the fourteen (14) groups as listed on the Official Price Sheet on an **ALL OR NONE**, basis.
- B. Negotiations
 - 1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
 - 2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

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

D. Issuance of Contract

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

1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY

A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service Disabled Veteran as designated by the United States Department of Veteran Affairs

B. A women-owned business is defined by Act 1080 of the 91st General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.18 EQUAL OPPORTUNITY POLICY

A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.

B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.

C. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that **must** also comply with this statute.

D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.

B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

1.20 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.21 PAST PERFORMANCE

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

1.22 VISA ACCEPTANCE

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

1.23 PUBLICITY

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

1.24 RESERVATION

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

SECTION 2 – REQUIREMENTS

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

2.1 INTRODUCTION

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

- Four (4) 26 Foot Pontoon Party Barge Boats and Outboard Motor (115 HP) Combination Packages
- One (1) Fishin' Barge 22' and Outboard Motor (90 HP) Combination Package
- One (1) Fishin' Barge 22' and Outboard Motor (60 HP) Combination Package
- One (1) Shallow Water F4 Step Deck Transom Boat and Outboard Motor (40 HP) Combination Package
- One (1) 16 Foot Aluminum Flat Bottom Boat
- One (1) 115 Horsepower (HP) Outboard Motor
- One (1) 250 Horsepower (HP) Outboard Motor
- One (1) 15 Horsepower (HP) Outboard Motor – 20-inch shaft
- Two (2) 15 Horsepower (HP) Outboard Motors – 15-inch shaft
- One (1) Pontoon Tandem Axle 25' – 27' Barge Heavy Duty Trailer
- One (1) Pontoon Tandem Axle 22' – 24' Barge Heavy Duty Trailer
- One (1) Single Axle Boat Trailer
- One (1) Canoe and Stand Up Paddleboard (SUP) Aluminum Trailer
- One (1) Canoe and Stand Up Paddleboard (SUP) Ultra-Light Aluminum Trailer

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

2.2 GENERAL REQUIREMENTS

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

2.3 INDUSTRY REFERENCES

- A. The Prospective Contractor may use the following industry references as a guide in determining the marine equipment to be provided in each group as follows:
 1. Group 1: Aloha Paradise Series 260 Triple Tunnel Sundeck Pontoon Party Barge and Mercury Outboard Four Stroke 115 HP EFI Command Thrust Motor; Hummingbird 787 C2 GPS and Fishing System Sonar or agency approved equals
 2. Group 2: Sun Tracker Fishin' Barge 22 DLX and Mercury Outboard Four Stroke 90 HP EFI Command Thrust Motor or agency approved equals
 3. Group 3: Sun Tracker Fishin' Barge 22 DLX and Mercury Outboard Four Stroke 60 HP EFI Command Thrust Motor or agency approved equals
 4. Group 4: Excel F4 Shallow Water Step Deck Transom Boat and Mercury Outboard 40 HP EFI Jet Motor or agency approved equals

5. Group 5: Seaark 1652 MV 16 ft. Aluminum Flat Bottom Boat or agency approved equal
6. Group 6: Mercury Outboard Four Stroke 115 HP EFI Command Thrust Motor or agency approved equal
7. Group 7: Mercury Outboard Four Stroke 250 HP SeaPro Motor or agency approved equal
8. Group 8: Mercury Outboard Four Stroke 15 HP EFI Motor (20-inch shaft) or agency approved equal
9. Group 9: Mercury Outboard Four Stroke 15 HP EFI Motors (15-inch shaft) or agency approved equals
10. Group 10: Pontoon Trailer Tandem Axle 25' – 27' Heavy Duty or agency approved equal
11. Group 11: Pontoon Trailer Tandem Axle 22' – 24' Heavy Duty or agency approved equal
12. Group 12: Diamond City 1860 Base Steel Single Axle River Boat Trailer or agency approved equal
13. Group 13: Trailex UT-1000-6 Aluminum Trailer or agency approved equal
14. Group 14: Trailex SUT-450-M6 Aluminum Ultra-Light Trailer or agency approved equal

2.4 GROUP 1: PONTOON PARTY BARGE AND OUTBOARD MOTOR (115 HP) COMBINATION PACKAGE REQUIREMENTS

- A. The Contractor **shall** provide four (4) Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages as follows:
1. Two (2) Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages to Lake Ouachita State Park.
 2. Two (2) Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages to DeGray Lake Resort State Park.
- B. As part of the Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages, the Contractor **shall** provide Pontoon Party Barges meeting the following minimum Requirements. Barges and motors **must** be new, and motors **must** be installed by the Contractor prior to delivery and acceptance.
1. **SIZE**
 - a. Minimum of 26-foot length
 - b. Carrying capacity to accommodate approximately 14 persons
 - c. Weight carrying capacity of approximately 3,700 pounds
 - d. A Coast Guard Rating Plate rating not to exceed 350 horsepower
 2. **ELECTRONICS**
 - a. Full color Hummingbird 787 C2 GPS and Fish Finder sonar unit
 - i. Built-in to steering console
 - ii. Digital display only
 - b. Battery with on/off switch

- c. Transducer and transducer mounting bracket, installed
 - d. Deluxe console with full gauge package, including but not limited to:
 - i. oil pressure
 - ii. battery charge
 - iii. tachometer
 - iv. speedometer
 - v. windshield
 - vi. 12-volt outlet
 - e. AM/FM Bluetooth radio with MP3 input and a minimum of four (4) speakers
 - f. Built in horn
3. **PONTOON TUBE CONSTRUCTION**
- a. Three (3) heavy duty aluminum pontoon tubes:
 - i. Length: Center pontoon 26 inches minimum; outer pontoons 25 inches minimum
 - ii. 5052 marine alloy heavy duty 0.100 gauge
 - iii. Double hand tig-welded pontoon seams
 - iv. Pontoon Diameter 26 inches minimum
 - v. Continuous block expanded polystyrene flotation from bow to stern in each pontoon
 - vi. Nosecone keel reinforcements
 - vii. Approximately 25-inch heavy duty aluminum transom built in the center pontoon or equivalent
4. **MAIN DECK CONSTRUCTION**
- a. Completely welded framework
 - b. Bolted construction on all decking and railing including but not limited to:
 - i. Saltwater package with all stainless steel or aluminum fasteners
 - ii. Round aluminum under skin upgrade
 - c. Width: 8 feet 6 inches minimum
 - d. Length 26 feet 9 inches minimum
 - e. Rubber/ Vinyl main decking material required versus standard marine carpet
 - f. Approximately 8 feet 6 inches tongue and groove decking material
 - i. 3/4 inch
 - ii. 7-ply marine grade panels

- g. Approximately ¼ inch thick aluminum u-channel cross members
 - h. 2-inch diameter round railing/fencing system with polyurethane paint to prevent saltwater pitting
 - i. Sweptback compound curve bow
 - j. Hydraulic Steering
5. **SUN DECK CONSTRUCTION**
- a. Approximately 8 X 8-foot sundeck
 - b. Marine grade carpet
 - c. Ergonomic ladder to access deck
6. **SAFETY EQUIPMENT**
- a. Vessel appropriate rated fire extinguisher with built-in holder
 - b. Front and rear entry gates
 - c. Docking lights
 - d. Light Emitting Diode (LED) Courtesy lights
 - e. Built-in fuel tank or cell
 - i. Environmental Protection Agency (EPA) compliant
 - ii. Minimum of 46 gallons
 - f. Minimum of one (1) Americans with Disabilities Act (ADA) compliant side safety gate with full length hinges
7. **ADDITIONAL EQUIPMENT OR RIGGING**
- a. Trailer towing eye and ski tow eye
 - b. Minimum of two (2) Stern mooring eyes
 - c. Minimum of two (2) Pontoon bow mooring eyes
 - d. Ventilated storage under the seating
 - e. Rotational molded furniture for seating; deck furniture that contains aluminum sub bases and covered in vinyl upholstery with Ultra-Violet (UV) protection
 - f. Heavy duty ski tow bar
 - g. Rear entry swim ladder
 - h. Various cupholders placed throughout the boat
 - i. Playpen cover
 - j. Certificate of Origin
- C. Contractor **shall** provide specification sheets for Group 1 prior to contract award. Pontoon Party Barges **must** be new.

D. As a part of the Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages, the Contractor **shall** provide four (4) Outboard Motors (115 HP) installed on the Pontoon Party Barges at the time of delivery, meeting the following minimum Requirements:

1. **SIZE AND MOTOR CHARACTERISTICS**

- a. 115 Horsepower minimum
- b. Shaft Length: 25 inches
- c. Dry weight: 363 pounds
- d. Engine type: Inline 4 Cylinder
- e. Engine Displacement (L): 2.1
- f. Bore and Stroke: Approximately 3.5 X 3.2 inches
- g. Alternator: 35 amp / 441 watts with water-cooled voltage regulator
- h. Electronic Fuel Injection (EFI) fuel system
- i. Computer Controlled Multi-Port Electronic Fuel Injection (EFI) Fuel Induction System
- j. Smart Craft ECM 70 Digital Inductive Ignition or agency approved equal
- k. Smart Start Electric starter
- l. Full Throttle RPM Range 5000-6000 maximum
- m. Emissions compliance with California Air Resource Board (CARB) 3 Star and U.S. Environmental Protection Agency (EPA)
- n. Performance-Tuned Scroll Intake Manifold air induction
- o. Water-cooled with thermostat cooling system

2. **PROPULSION CHARACTERISTICS**

- a. Gearcase ratio of 2.38:1
- b. F-N-R gear shift
- c. Command thrust gearcase option
- d. Wet Sump lubrication

3. **MISCELLANEOUS INFORMATION**

- a. Exhaust system through propeller
- b. Power Tilt & Power Trim system
- c. Shallow Water Trim Range of approximately 20 degrees
- d. Hydraulic Power Steering
- e. Certificate of Origin

E. Contractor **shall** provide specification sheets for Group 1 prior to contract award. Motors **must** be new.

F. DELIVERY LOCATION

The Contractor **shall** deliver the Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages in the quantities specified to the following Arkansas State Parks:

1. DeGray Lake Resort State Park
2027 State Park Entrance Road
Bismarck, AR 71929
Park Contact: Walt Reding, Superintendent
Park Phone: 501-865-5810 or 501-865-5818

Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages Quantity: TWO (2)

2. Lake Ouachita State Park
5451 Mountain Pine Road
Mountain Pine, AR 71956
Park Contact: Lee Howard, Superintendent
Park Phone: 501-767-9366

Pontoon Party Barges and Outboard Motor (115 HP) Combination Packages Quantity: TWO (2)

2.5 GROUP 2: FISHIN' BARGE AND OUTBOARD MOTOR (90 HP) COMBINATION PACKAGE REQUIREMENTS

A. The Contractor **shall** provide one (1) Fishin' Barge and Outboard Motor (90 HP) Combination Package meeting the following minimum Requirements. Fishin' Barge and motor **must** be new and water ready and the motor **must** be installed by the Contractor prior to delivery and acceptance.

1. **CONSTRUCTION & EXTERIOR**
 - a. Fishin' Barge 24 feet 2 inches in length
 - b. 22 feet 1-inch deck length
 - c. 8 feet 6 inches deck width
 - d. Interior Depth: 26 inches
 - e. Draft: 15 inches
 - f. Average dry weight of 2,039 pounds, minimum
 - g. Average package weight of 3,873 pounds minimum
 - h. 9 feet package height
 - i. 8 feet 6 inches package width
 - j. Towing and Storage length of 32 feet 4 inches
 - k. Carrying capacity to accommodate 11 persons maximum
 - l. Weight carrying capacity of persons 1,500 pounds maximum
 - m. Weight carrying capacity of 2,148 pounds maximum
 - n. A Coast Guard Rating Plate rating not to exceed 150 horsepower
 - o. Fuel capacity minimum of 32.1 gallons

2. CONSOLE

- a. Wraparound console with cooler storage space
- b. AM/FM Bluetooth capable
- c. MP3 & USB ports
- d. Two (2) directional speakers
- e. Illuminated tachometer
- f. Trim and fuel gauges
- g. Deluxe sport steering wheel
- h. Oil pressure
- i. Battery charge
- j. Tachometer
- k. Speedometer
- l. Removable windshield
- m. 12-volt outlet
- n. Built-in horn

3. ELECTRONICS

- a. Bazooka party bar stereo and speakers in the Bimini top

4. PONTOON TUBE CONSTRUCTION

- a. Pontoon Log Length: 22 feet and 3 inches
- b. Pontoon Log Diameter: 24 feet
- c. Pontoon Log Material: 0.080 5052 marine alloy

5. INTERIOR

- a. Aft L-lounge with under seat storage (including lockable dry compartment)
- b. Drink holders
- c. Removeable table and base and two (2) pedestal base locations
- d. Padded sundeck with storage below
- e. Molded aft starboard lockable rod box for six (6) rods to 7 feet 6 inches with lid
- f. Rod tube holders
- g. Organizer
- h. Fore and aft fishing positions with four (4) new fold-down fishing chairs and rod holders
 - i. Two (2) front chairs to be pedestal seats

- i. Vinyl floor, no carpet on barge
 - j. Aft boarding platform with fold down ladder and grab rails
6. **LIVEWELL SYSTEMS**
- a. Aft port 16-gallon aerated livewell with removable bait bucket
 - b. Bow port 16-gallon rotomolded aerated livewell
7. **FISH PACKAGES**
- a. Fish package
 - i. Lowrance HOOK-5x Pro fishfinder
 - ii. Motor Guide W55 wireless 12V
 - iii. 55 pound thrust foot-control trolling motor including trolling motor battery and dealer installation
 - b. Fishfinder flush mounted into console
8. **SAFETY EQUIPMENT**
- a. Vessel appropriate rated fire extinguisher with built-in holder
 - b. Built-in Rail-Lock system for mooring cover
 - c. Dual-latching gates with finger guards & heavy-duty hinges
 - d. Port and starboard LED navigation lights
 - e. Color-keyed 11' Bimini top with Quick Lift deployment system
 - i. Light Emitting Diode (LED) Courtesy lights and storage pockets
 - ii. Adjustable nylon pull-tight Bimini straps
 - f. Snapless genuine Sun Tracker mooring cover
9. **ADDITIONAL EQUIPMENT OR RIGGING**
- a. Lockable storage under the seating
 - b. Color of fencing, Bimini canopy top, and mooring cover **must** be Indigo Blue
 - c. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 2 prior to contract award. Fishin' Barge **must** be new.
- C. As a part of the Fishin' Barge and Outboard Motor (90 HP) Combination Package, the Contractor **shall** provide one (1) Outboard Motor (90 HP) installed on the Fishin' Barge at the time of delivery, meeting the following minimum Requirements:
1. **SIZE AND MOTOR CHARACTERISTICS**
- a. 90 Horsepower minimum
 - b. Shaft Length: 25 inches
 - c. Dry weight: 359 pounds

- d. Inline 4 Cylinder engine
 - e. Engine Displacement (L): 2.1
 - f. Bore and Stroke 3.5 X 3.2 inches
 - g. 35 amp / 441 watts alternator with water-cooled voltage regulator
 - h. Electronic Fuel Injection (EFI) fuel system
 - i. Computer Controlled Multi-Port Electronic Fuel Injection (EFI) Fuel Induction System
 - j. Smart Craft ECM 70 Digital Inductive Ignition or agency approved equal
 - k. Smart Start Electric starter
 - l. Full Throttle RPM Range 5000-6000 maximum
 - m. Emission compliance with California Air Resource Board (CARB) 3 Star and U.S. Environmental Protection Agency (EPA)
 - n. Performance-Tuned Scroll Intake Manifold air induction
 - o. Water-cooled with thermostat cooling system
2. **PROPULSION CHARACTERISTICS**
- a. Gearcase ratio of 2.38:1
 - b. F-N-R gear shift
 - c. Command thrust gearcase option
 - d. Wet Sump lubrication
3. **MISCELLANEOUS INFORMATION**
- a. Exhaust system through propeller
 - b. Power Tilt & Power Trim system
 - c. Shallow Water Trim Range of approximately 20° degrees
 - d. Hydraulic Power Steering
 - e. Certificate of Origin
- D. Contractor **shall** provide specification sheets for Group 2 prior to contract award. Motor **must** be new.

E. **DELIVERY LOCATION**

The Contractor **shall** deliver the Fishin Barge and Outboard Motor (90 HP) Combination Package in the quantity specified to the following Arkansas State Park:

- 1. Lake Fort Smith State Park
15458 Shepard Springs Road
Mountainburg, AR 72946
Park Contact: Ralph Donnangelo, Superintendent
Phone: 479-369-2469

Fishin' Barge and Outboard Motor (90 HP) Combination Package Quantity: ONE (1)

2.6 GROUP 3: FISHIN' BARGE AND OUTBOARD MOTOR (60 HP) COMBINATION PACKAGE REQUIREMENTS

A. The Contractor **shall** provide one (1) Fishin' Barge and Outboard Motor (60 HP) Combination Package meeting the following minimum Requirements. Fishin' Barge and motor **must** be new and water ready and the motor **must** be installed by the Contractor prior to delivery and acceptance.

1. CONSTRUCTION & EXTERIOR

- a. Fishin' Barge 24 feet 2 inches in length
- b. 22 feet 1-inch deck length
- c. 8 feet 6 inches deck width
- d. Interior Depth: 26 inches
- e. Draft: 15 inches
- f. Average dry weight of 2,039 pounds minimum
- g. Average package weight of 3,873 pounds minimum
- h. 9 feet package height
- i. 8 feet 6 inches package width
- j. Towing and Storage length of 32 feet 4 inches
- k. Carrying capacity to accommodate 11 persons maximum
- l. Weight carrying capacity of persons 1,500 pounds maximum
- m. Weight carrying capacity of 2,148 pounds maximum
- n. A Coast Guard Rating Plate rating not to exceed 150 horsepower
- o. Fuel capacity minimum of 32.1 gallons

2. CONSOLE

- a. Wraparound console with cooler storage space
- b. AM/FM Bluetooth capable
- c. MP3 & USB ports
- d. Two (2) directional speakers
- e. Illuminated tachometer
- f. Trim and fuel gauges
- g. Deluxe sport steering wheel
- h. Oil pressure
- i. Battery charge

- j. Tachometer
 - k. Speedometer
 - l. Removable windshield
 - m. 12-volt outlet
 - n. Built-in horn
3. **ELECTRONICS**
- a. Bazoooka party bar stereo and speakers in the Bimini top
4. **PONTOON TUBE CONSTRUCTION**
- a. Pontoon Log Length 22 feet and 3 inches
 - b. Pontoon Log Diameter 24 feet
 - c. Pontoon Log Material 0.080 5052 marine alloy
5. **INTERIOR**
- a. Aft L-lounge with under seat storage (including lockable dry compartment)
 - b. Drink holders
 - c. Removeable table and base and two (2) pedestal base locations
 - d. Padded sundeck with storage below
 - e. Molded aft starboard lockable rod box for six (6) rods to 7 feet 6 inches with lid
 - f. Rod tube holders
 - g. Organizer
 - h. Fore and aft fishing positions with four (4) new fold-down fishing chairs and rod holders
 - i. Two (2) front chairs to be pedestal seats
 - i. Vinyl floor, no carpet on barge
 - j. Aft boarding platform with fold down ladder and grab rails
6. **LIVWELL SYSTEMS**
- a. Aft port 16-gallon aerated livewell with removable bait bucket
 - b. Bow port 16-gallon rotomolded aerated livewell
7. **FISH PACKAGES**
- a. Fish package
 - i. Lowrance HOOK-5x Pro fishfinder
 - ii. Motor Guide W55 wireless 12V
 - iii. 55 pound thrust foot-control trolling motor including trolling motor battery and dealer installation

- b. Fishfinder flush mounted into console
8. **SAFETY EQUIPMENT**
- a. Vessel appropriate rated fire extinguisher with built-in holder
 - b. Built-in Rail-Lock system for mooring cover
 - c. Dual-latching gates with finger guards & heavy-duty hinges
 - d. Port and starboard LED navigation lights
 - e. Color-keyed 11' Bimini top with Quick Lift deployment system
 - i. Light Emitting Diode (LED) Courtesy lights
 - ii. Adjustable nylon pull-tight Bimini straps
 - f. Snapless genuine Sun Tracker mooring cover
9. **ADDITIONAL EQUIPMENT OR RIGGING**
- a. Lockable storage under the seating
 - b. Color of fencing, Bimini canopy top, and mooring cover **must** be Indigo Blue
 - c. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 3 prior to contract award. Fishin' Barge **must** be new.
- C. As a part of the Fishin' Barge and Outboard Motor (60 HP) Combination Package, the Contractor **shall** provide one (1) Outboard Motor (60 HP) installed on the Fishin' Barge at the time of delivery, meeting the following minimum Requirements:
1. **SIZE AND MOTOR CHARACTERISTICS**
- a. 60 Horsepower minimum
 - b. Shaft Length: 20 inches
 - c. Dry weight of 260 pounds
 - d. Inline 4 Cylinder engine
 - e. Engine Displacement (CID/CC) 60.8 / 995
 - f. Bore and Stroke 2.56 X 2.95 inches
 - g. Electronic Fuel Injection (EFI) fuel system
 - h. 2 valves per cylinder, single overhead cam (SOHC) Fuel Induction System
 - i. Smart Craft ECM 07 Digital Inductive Ignition or agency approved equal
 - j. Electric (turn-key) starter
 - k. Full Throttle RPM Range 5500-6000 maximum
 - l. Emission compliance with California Air Resource Board (CARB) 3 Star and U.S. Environmental Protection Agency (EPA)

m. Water-cooled with thermostat cooling system

2. **PROPULSION CHARACTERISTICS**

- a. Gearcase ratio of 2.33:1
- b. F-N-R gear shift
- c. Command thrust gearcase option
- d. Wet Sump lubrication system

3. **Miscellaneous information**

- a. Exhaust system through propeller
- b. Power Trim system
- c. Shallow Water Trim Range of approximately 20° degrees
- d. Remote Steering
- e. Certificate of Origin

D. Contractor **shall** provide specification sheets for Group 3 prior to contract award. Motor **must** be new.

E. **DELIVERY LOCATION**

The Contractor **shall** deliver the Fishin Barge and Outboard Motor (60 HP) Combination Package in the quantity specified to the following Arkansas State Park:

- 1. Lake Catherine State Park
1200 Catherine Park Road
Hot Springs, AR 71913
Park Contact: Cheryl Vincent, Superintendent
Phone: 501-844-4205

Fishin' Barge and Outboard Motor (60 HP) Combination Package Quantity: ONE (1)

2.7 **GROUP 4: SHALLOW WATER F4 STEP DECK TRANSOM BOAT AND OUTBOARD MOTOR (40 HP) COMBINATION PACKAGE REQUIREMENTS**

A. The Contractor **shall** provide one (1) Shallow Water F4 Step Deck Transom Boat and Outboard Motor (40 HP) Combination Package meeting the following minimum Requirements. The Boat and motor **must** be new and water ready and the motor **must** be installed by the Contractor prior to delivery and acceptance.

1. **CONSTRUCTION & EXTERIOR**

- a. Model F4 1860 or agency approved equal
- b. Longitudinal Full Length 2 X 4-inch Ribs - 6063 Alloy
- c. Fold-Down Stand up Bar (3-pin adjustable)
- d. F4 Step Deck
 - i. Full Flat Floors welded-in and riveted
 - ii. Non-Skid surface

- iii. Front deck fuel tank storage area
 - iv. Front deck storage with Mesh Panel Cover
 - v. High Front Deck
 - vi. Excel Improved Pods (EIP) Model Rear Deck
 - e. Olive Drab Green in color
 - f. 18 feet minimum in length
 - g. 60 inches minimum bottom length
 - h. 75 inches minimum beam length
 - i. Gunwale
 - i. 25 inches minimum in height
 - ii. Starboard Storage Tray with Cup Holder
 - iii. Extruded
 - j. Transom
 - i. 20 inches height minimum
 - ii. Optimal 17 degrees
 - iii. High transom only
 - k. Carrying capacity to accommodate 5 persons maximum
 - l. Weight carrying capacity of persons 603 pounds maximum
 - m. Weight carrying capacity of 1,231 pounds maximum
 - n. A Coast Guard Rating Plate rating not to exceed 70 horsepower
 - o. .100 Hull thickness
 - p. Bow rails
 - q. Triple Taper Chine
2. **SAFETY EQUIPMENT**
- a. Navigation Lights
 - b. Twin 5800 Lumen Light Emitting Diode (LED) Headlights
 - c. Recessed Light Control Panel
 - i. Interior Courtesy Light
 - ii. 12 volt plug
 - iii. Rocker Switches with Breakers

- d. Full Flootation
 - e. Bilge 800 Gallons Per Hour (GPH) water pump
3. **ADDITIONAL EQUIPMENT OR RIGGING**
- a. Two (2) gun/rod dry storage boxes
 - b. Rear port and starboard dry storage boxes
 - c. Driver's seat slide-in storage
 - d. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 4 prior to contract award. Boat **must** be new.
- C. As a part of the Shallow Water F4 Step Deck Transom Boat and Outboard Motor (40 HP) Combination Package, the Contractor **shall** provide one (1) Outboard Motor (40 HP) installed on the Shallow Water F4 Step Deck Transom Boat at the time of delivery, meeting the following minimum Requirements:
1. **SIZE AND MOTOR CHARACTERISTICS**
- a. 40 Horsepower minimum
 - b. Shaft Length: 15 inches
 - c. Dry weight of 267 pounds
 - d. Inline 4 Cylinder engine
 - e. Engine Displacement (CID/CC) 60.8 / 995
 - f. Bore and Stroke 2.56 X 2.95 inches
 - g. 18 amp/ 26-watt alternator
 - h. Electronic Fuel Injection (EFI) fuel system
 - i. 2 valves per cylinder, single overhead cam (SOHC) Fuel Induction System
 - j. Compatible with Smart Craft digital technology
 - k. Smart Craft ECM 07 Digital Inductive Ignition or agency approved equal
 - l. Smart Craft Engine Guardian
 - m. Electric (turn-key) starter
 - n. Full Throttle RPM Range 5000-6000 maximum
2. **PROPULSION CHARACTERISTICS**
- a. Jet Drive Gearcase
3. **MISCELLANEOUS INFORMATION**
- a. Power Trim system
 - b. Remote Steering
 - c. Certificate of Origin

D. Contractor shall provide specification sheets for Group 4 prior to contract award. Motor must be new.

E. DELIVERY LOCATION

The Contractor **shall** deliver the Shallow Water F4 Step Deck Transom Boat and Outboard Motor (40 HP) Combination Package in the quantity specified to the following Arkansas State Park:

1. Lake Charles State Park
3705 Hwy 25
Powhatan, AR 72458
Park Contact: Randall Watts, Superintendent
Phone: 870-878-6595

Shallow Water F4 Step Deck Transom Boat and Outboard Motor (40 HP) Combination Package
Quantity: ONE (1)

2.8 GROUP 5: 16 FOOT ALUMINUM FLAT BOTTOM BOAT REQUIREMENTS

A. The Contractor **shall** provide one (1) 16-foot Aluminum Flat Bottom Boat meeting the following minimum Requirements. The Boat **must** be new and water ready prior to delivery and acceptance.

1. **CONSTRUCTION & EXTERIOR**
 - a. Model 1652 MV or agency approved equal
 - b. Stainless steel bow and stern eyes
 - c. Three (3) degrees all-welded MV hull
 - d. Olive Drab color with line-x coating
 - e. Aluminum
 - i. Grade 5052
 - ii. .100 Gauge
 - iii. Floors
 - iv. Decks
 - f. 16 foot minimum in length
 - g. 52 inches minimum bottom length
 - h. 72 inches minimum beam length
 - i. 20 inches minimum side depth
 - j. 20 inches minimum Transom height
 - k. Boat weight of 425 pounds minimum
 - l. Carrying capacity to accommodate 5 persons minimum
 - m. Weight carrying capacity of persons 641 pounds minimum
 - n. Weight carrying capacity of 1,100 pounds minimum

- o. A Coast Guard Rating Plate rating not to exceed 45/50 horsepower
 - p. Floored area for battery and fuel tank
2. **SAFETY EQUIPMENT**
- a. Light Emitting Diode (LED) Navigation Lights
 - b. NMMA certified
 - c. Non-Skid surface throughout boat
3. **ADDITIONAL EQUIPMENT OR RIGGING**
- a. Installed center bench seat with Livewell
 - b. Foam filled rear bench seat
 - c. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 5 prior to contract award. Boat **must** be new.
- C. **DELIVERY LOCATION**
The Contractor **shall** deliver one (1) 16-foot Aluminum Flat Bottom Boat in the quantity specified to the following Arkansas State Park:
- 1. Lake Ouachita State Park
5451 Mountain Pine Road
Mountain Pine, AR 71956
Park Contact: Lee Howard, Superintendent
Phone: 501-767-9366
- 16FT Aluminum Flat Bottom Boat Quantity: ONE (1)

2.9 GROUP 6: OUTBOARD MOTOR 115 HP

- A. The Contractor **shall** deliver one (1) Outboard Motor 115 HP meeting the following minimum Requirements.
1. **SIZE AND MOTOR CHARACTERISTICS**
- a. 115 Horsepower minimum
 - b. Shaft Length: 25 inches
 - c. Dry weight of 363 pounds
 - d. Inline 4 Cylinder engine
 - e. Engine Displacement (L): 2.1
 - f. Bore and Stroke 3.5 X 3.2 inches
 - g. 35 amp / 441 watts alternator with water-cooled voltage regulator
 - h. Electronic Fuel Injection (EFI) fuel system
 - i. Computer Controlled Multi-Port Electronic Fuel Injection (EFI) Fuel Induction System
 - j. Smart Craft ECM 70 Digital Inductive Ignition or agency approved equal

- k. Smart Start Electric starter
 - l. Full Throttle RPM Range 5000-6000 maximum
 - m. Emission compliance with California Air Resource Board (CARB) 3 Star and U.S. Environmental Protection Agency (EPA)
 - n. Performance-Tuned Scroll Intake Manifold air induction
 - o. Water-cooled with thermostat cooling system
2. **PROPULSION CHARACTERISTICS**
- a. Gearcase ratio of 2.38:1
 - b. F-N-R gear shift
 - c. Command thrust gearcase option
 - d. Wet Sump lubrication
3. **MISCELLANEOUS INFORMATION**
- a. Exhaust system through propeller
 - b. Power Tilt & Power Trim system
 - c. Shallow Water Trim Range of approximately 20° degrees
 - d. Hydraulic Power Steering
 - e. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 6 prior to contract award. Motor **must** be new.
- C. **DELIVERY LOCATION**
The Contractor **shall** deliver one (1) Outboard Motor 115 HP in the quantity specified to the following Arkansas State Park:
- 1. DeGray Lake Resort State Park
2027 State Park Entrance Road
Bismarck, AR 71929
Park Contact: Walt Reding, Superintendent
Phone: 501-865-5810 or 501-865-5818
- Outboard Motor 115 HP Quantity: ONE (1)

2.10 GROUP 7: OUTBOARD MOTOR 250 HP

- A. The Contractor **shall** deliver one (1) Outboard Motor 250 HP meeting the following minimum Requirements.
- 1. **SIZE AND MOTOR CHARACTERISTICS**
 - a. 250 Horsepower minimum
 - b. Shaft Length: 25 inches
 - c. Dry weight of 527 pounds

- d. V-8 engine
 - e. Engine Displacement
 - i. (L) 4.6L
 - ii. (CID/CC) 279 CID
 - f. Bore and Stroke 3.6 X 3.4 inches
 - g. 85 amp / 1071 watts alternator with idle charge
 - h. V-8 (64 degree) with Dual Overhead Cam (DOHC) and 32 valves cylinder configuration
 - i. Computer Controlled with Advanced Range Optimization EFI Fuel Induction System
 - j. Compatible with Smart Craft digital technology
 - k. Smart Craft PCM 112 Digital Inductive Ignition or agency approved equal
 - l. Smart Craft Engine Guardian
 - m. Smart Start Electric starter with Smart Start Protection
 - n. Full Throttle RPM Range 4800-5600 maximum
 - o. Emission compliance with California Air Resource Board (CARB) 3 Star and U.S. Environmental Protection Agency (EPA)
 - p. Performance-Tuned Long-Runner Intake Manifold air induction
 - q. Water-cooled with thermostat cooling system
2. **PROPULSION CHARACTERISTICS**
- a. Gearcase ratio of 1.75:1
 - b. 5.44 inches Gearcase option
 - c. F-N-R gear shift
 - d. Integrated Wet Sump lubrication
3. **MISCELLANEOUS INFORMATION**
- a. Exhaust system through propeller
 - b. Power Tilt & Power Trim system
 - c. Hydraulic (standard) Power Steering
 - d. Remote mechanical controls
 - e. Available counter rotations
 - f. Conventional Mid-Section
 - g. Certificate of Origin

B. Contractor **shall** provide specification sheets for Group 7 prior to contract award. Motor **must** be new.

C. DELIVERY LOCATION

The Contractor **shall** deliver one (1) SeaPro Outboard Motor 250 HP, or agency approved equal, in the quantity specified to the following Arkansas State Park:

1. DeGray Lake Resort State Park
2027 State Park Entrance Road
Bismarck, AR 71929
Park Contact: Walt Reding, Superintendent
Phone: 501-865-5810 or 501-865-5818

Outboard Motor 250 HP Quantity: ONE (1)

2.11 GROUP 8: OUTBOARD MOTOR 15 HP (20-inch shaft)

A. The Contractor **shall** deliver one (1) Outboard Motor 15 HP (20-inch shaft) meeting the following minimum Requirements.

1. SIZE AND MOTOR CHARACTERISTICS

- a. 15 Horsepower minimum
- b. Shaft Length: 20 inches
- c. Dry weight of 99 pounds
- d. Inline 2 Cylinder engine
- e. Engine Displacement 20.3 / 333
- f. Bore and Stroke 2.40 X 2.24 inches
- g. 12 amp / 145-watt alternator
- h. Electronic Fuel Injection (EFI) fuel system
- i. 2 valves per cylinder, single overhead cam (SOHC) Fuel Induction System
- j. CDI with electronic spark advance Ignition or agency approved equal
- k. Electric starter
- l. Full Throttle RPM Range 5700-6200 maximum
- m. Water-cooled with thermostat cooling system

2. PROPULSION CHARACTERISTICS

- a. Gearcase Ratio 2.15:1
- b. F-N-R Gear shift

3. MISCELLANEOUS INFORMATION

- a. Exhaust system through propeller
- b. Manual Trim system
- c. Shallow Water Drive
- d. Shallow Water Trim Range of approximately 16 degrees

- e. Tiller Steering
 - f. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 8 prior to contract award. Motors **must** be new.
- C. **DELIVERY LOCATION**
The Contractor **shall** deliver one (1) Outboard Motor 15 HP (20-inch shaft) in the quantity specified to the following Arkansas State Park:
- 1. Lake Ouachita State Park
5451 Mountain Pine Road
Mountain Pine, AR 71956
Park Contact: Lee Howard
Park Phone: 501-767-9366
- Outboard Motor 15 HP (20-inch shaft) Quantity: ONE (1)

2.12 GROUP 9: OUTBOARD MOTORS 15 HP (15-inch shaft)

- A. The Contractor **shall** deliver two (2) Outboard Motors 15 HP (15-inch shaft) meeting the following minimum Requirements.
- 1. **SIZE AND MOTOR CHARACTERISTICS**
 - a. 15 Horsepower minimum
 - b. Shaft Length: 15 inches
 - c. Dry weight of 99 pounds
 - d. Inline 2 Cylinder engine
 - e. Engine Displacement 20.3 / 333
 - f. Bore and Stroke 2.40 X 2.24 inches
 - g. 12 amp / 145-watt alternator
 - h. Electronic Fuel Injection (EFI) fuel system
 - i. 2 valves per cylinder, single overhead cam (SOHC) Fuel Induction System
 - j. CDI with electronic spark advance Ignition or agency approved equal
 - k. Electric starter
 - l. Full Throttle RPM Range 5700-6200 maximum
 - m. Water-cooled with thermostat cooling system
 - 2. **PROPULSION CHARACTERISTICS**
 - a. Gearcase Ratio 2.15:1
 - b. F-N-R Gear shift
 - 3. **MISCELLANEOUS INFORMATION**
 - a. Exhaust system through propeller

- b. Manual Trim system
 - c. Shallow Water Drive
 - d. Shallow Water Trim Range of approximately 16 degrees
 - e. Tiller Steering
 - f. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 9 prior to contract award. Motors **must** be new.
- C. **DELIVERY LOCATION**
The Contractor **shall** deliver two (2) Outboard Motors 15 HP (15-inch shaft) in the quantities specified to the following Arkansas State Parks:
1. Bull Shoals State Park
153 Dam Overlook LN
Bull Shoals, AR 72619
Park Contact: Stewert Taylor, Assistant Superintendent
Park Phone: 870-445-3629
- Outboard Motor 15 HP (15-inch shaft) Quantity: TWO (2)

2.13 GROUP 10: TANDEM AXLE BARGE TRAILER AND BUMPER PULL (25' to 27')

- A. The Contractor **shall** provide one (1) tandem axle barge trailer and bumper pull (25' to 27') meeting the following minimum Requirements. Trailer and bumper pull **must** be water ready and assembled upon delivery and acceptance.
1. **TRAILER CHARACTERISTICS**
 - a. PT-26T13 Model or agency approved equal
 - b. 25 to 27 feet Heavy Duty
 - c. 4-inch Powder Coated Tube Frame
 - d. Submersible LED Lighting
 - e. Protective Tail Light Cages
 - f. Two (2) 3,500 lb. Axles
 - g. Accu-Lube Hubs
 - h. 13 inches D Range Tires
 - i. Marine Grade Carpet on Bunks
 - j. Front Boarding Ladder with Handrail
 - k. Winch Stand
 - l. Dual Wheel Swing-Up Trailer Jack
 - m. Wiring Enclosed in Frame

- n. Steel Fenders with Steel Reinforcement
 - o. DOT Required Equipment
 - i. Lighting
 - ii. Safety Chains
 - p. Mounted spare tire
 - q. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 10 prior to contract award. Trailer and bumper pull **must** be new.

C. **DELIVERY LOCATION**

The Contractor **shall** deliver one (1) tandem axle barge trailer and bumper pull (25' to 27') in the quantity specified to the following Arkansas State Park:

1. Lake Catherine State Park
1200 Catherine Park Road
Hot Springs, AR 71913
Park Contact: Cheryl Vincent, Superintendent
Phone: 501-844-4205

Tandem Axle Barge Trailer and Bumper Pull (25' to 27') Quantity: ONE (1)

2.14 GROUP 11: TANDEM AXLE BARGE TRAILER & BUMPER PULL (22' to 24')

- A. The Contractor **shall** provide one (1) tandem axle barge trailer and bumper pull (22' to 24') meeting the following minimum Requirements. Trailer and bumper pull **must** be water ready and assembled upon delivery and acceptance.

1. **TRAILER CHARACTERISTICS**
 - a. PT-23T13 Model or agency approved equal
 - b. 22 to 24 feet Heavy Duty
 - c. 4 inches Powder Coated Tube Frame
 - d. Submersible LED Lighting
 - e. Protective Tail Light Cages
 - f. Two (2) 3,500 lb. Axles
 - g. Accu-Lube Hubs
 - h. 13 inches D Range Tires
 - i. Marine Grade Carpet on Bunks
 - j. Front Boarding Ladder with Handrail
 - k. Winch Stand
 - l. Dual Wheel Swing-Up Trailer Jack
 - m. Wiring Enclosed in Frame

- n. Steel Fenders with Steel Reinforcement
 - o. DOT Required Equipment
 - i. Lighting
 - ii. Safety Chains
 - p. Mounted spare tire
 - q. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 11 prior to contract award. Trailer and bumper pull **must** be new.

C. **DELIVERY LOCATION**

The Contractor **shall** deliver one (1) tandem axle barge trailer and bumper pull (22' to 24') in the quantity specified to the following Arkansas State Park:

1. Lake Fort Smith State Park
15458 Shepard Springs Road
Mountainburg, AR 72946
Park Contact: Ralph Donnangelo, Superintendent
Phone: 479-369-2469

Tandem Axle Barge Trailer and Bumper Pull (22' to 24') Quantity: ONE (1)

2.15 GROUP 12: SINGLE AXLE RIVER BOAT TRAILER AND BUMPER PULL

- A. The Contractor **shall** provide one (1) single axle river boat trailer and bumper pull meeting the following minimum Requirements. Trailer and bumper pull **must** be water ready and assembled upon delivery and acceptance.

1. **TRAILER CHARACTERISTICS**

- a. 1860 Base Steel Trailer Model or agency approved equal
- b. Galvanized finish
- c. Shipping weight approximately 637 pounds
- d. Weight capacity of 2796 pounds minimum
- e. Overall length of 18 feet minimum
- f. Overall width of 60 inches minimum
- g. Width between fenders 72 inches minimum
- h. Axle
 - i. Single
 - ii. Torsion style
- i. Bunks
 - i. Two

- ii. Adjustable
 - iii. Carpeted
 - j. No brakes
 - k. Tires
 - i. Radial
 - ii. Standard
 - iii. 14 inches minimum
 - l. Deluxe Winch and Winch Stand
 - m. Standard Tongue and Jack
 - n. Standard Ball Hitch
 - o. DOT Required Equipment
 - i. Lighting
 - ii. Welded Safety Chains
 - p. Mounted spare tire
 - q. Certificate of Origin
- B. Contractor **must** provide specification sheets for Group 12 prior to contract award. Trailer and bumper pull **must** be new.

C. **DELIVERY LOCATION**

The Contractor **shall** provide one (1) single axle river boat trailer and bumper pull in the quantity specified to the following Arkansas State Park:

1. Lake Charles State Park
3705 Hwy 25
Powhatan, AR 72458
Park Contact: Randall Watts, Superintendent
Phone: 870-878-6595

Single Axle River Boat Trailer and Bumper Pull Quantity: ONE (1)

2.16 GROUP 13: CANOE AND STAND UP PADDLEBOARD (SUP) ALUMINUM TRAILER AND BUMPER PULL

- A. The Contractor **shall** provide one (1) Canoe and Stand Up Paddleboard (SUP) Aluminum Trailer and bumper pull meeting the following minimum Requirements. Trailer and bumper pull **must** be assembled upon delivery and acceptance.
1. **TRAILER CHARACTERISTICS**
 - a. Trailex UT-1000-6 Model or agency approved equal
 - b. Ultra-Light Aluminum
 - c. Electrical: Four (4) prong flat

- d. Safety cables
- e. 18 adjustable web strap clips
- f. Federal highway regulation lighting
- g. Dry weight approximately 305 pounds
- h. Weight capacity of 1000 pounds minimum
- i. Overall length of 17 feet 5 inches minimum
- j. Overall width of 7 feet 4 inches minimum
- k. Overall height 6 feet 8 inches minimum
- l. Adjustable undercarriage
- m. Epoxy coated leaf springs
- n. High speed demountable galvanized wheels and tires
- o. Hot dipped galvanized axles
- p. 4.80 X 12-inch tires
- q. Two (2) inch coupler
- r. Tongue skid
- s. Padded arms
- t. Crossbar and End vinyl extrusions
- u. Six (6) adjustable crossbars
 - i. 7 feet 8 inch spacing
 - ii. 22 inches in height
 - iii. Three (3) front
 - iv. Three (3) rear
 - v. Patented T-bolt construction
 - vi. Full adjustable
 - vii. Heads of bolts slide to any position
 - viii. Requires only one wrench to tighten
 - ix. Lock nuts on all bolts
 - x. Strong and lightweight
- v. Aluminum Storage Box

- i. 67.5 inches length X 22-inch width X 11 inches in diameter
 - ii. Recessed in center cavity of trailer
 - iii. Lids with center hinges for entry on both sides of the trailer
 - w. Mounted spare tire
 - x. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 13 prior to contract award. Trailer and bumper pull **must** be new.
- C. **DELIVERY LOCATION**
The Contractor **shall** provide one (1) Canoe and Stand Up Paddleboard (SUP) Aluminum Trailer and bumper pull in the quantity specified to the following Arkansas State Park:
- 1. DeGray Lake Resort State Park
2027 State Park Entrance Road
Bismarck, AR 71929
Park Contact: Walt Reding, Superintendent
Phone: 501-865-5810 or 501-865-5818

Canoe and Stand Up Paddleboard (SUP) Aluminum Trailer and Bumper Pull Quantity: ONE (1)

2.17 GROUP 14: CANOE AND STAND UP PADDLEBOARD (SUP) ULTRA-LIGHT ALUMINUM TRAILER AND BUMPER PULL

- A. The Contractor **shall** provide one (1) Canoe and Stand Up Paddleboard (SUP) Ultra-Light Aluminum Trailer and bumper pull meeting the following minimum Requirements. Trailer and bumper pull **must** be assembled upon delivery and acceptance.
- 1. **TRAILER CHARACTERISTICS**
 - a. Trailex SUT-450-M6 Model or agency approved equal
 - b. Ultra-Light Aluminum
 - c. All bolted construction
 - d. Electrical: Four (4) prong flat
 - e. Safety cables
 - f. 24 adjustable web strap clips
 - g. Submersible taillights
 - h. Dry weight approximately 220 pounds
 - i. Weight capacity of 450 pounds minimum
 - j. Overall length of 18 feet 3 inches minimum
 - k. Overall width of 68 inches minimum
 - l. Overall height of 63 inches minimum
 - m. High impact plastic fenders

- n. Adjustable undercarriage
 - o. Epoxy coated leaf springs
 - p. High speed galvanized wheels and tires
 - q. Tires
 - i. 16 inches
 - ii. 8.00 X 4.80 inches
 - r. Two (2) inch coupler
 - s. Tongue skid
 - t. Crossbar and End vinyl extrusions
 - u. Six (6) adjustable crossbars
 - i. 72 inches fore to aft spacing
 - ii. 17 inches adjustable spacing
 - iii. 30 inches side, 62.5 inches top width
 - iv. Three (3) front
 - v. Three (3) rear
 - vi. Patented T-bolt construction
 - vii. Full adjustable
 - viii. Heads of bolts slide to any position
 - ix. Requires only one wrench to tighten
 - x. Lock nuts on all bolts
 - xi. Strong and lightweight
 - v. Mounted spare tire
 - w. Certificate of Origin
- B. Contractor **shall** provide specification sheets for Group 14 prior to contract award. Trailer and bumper pull **must** be new.
- C. **DELIVERY LOCATION**
The Contractor **shall** provide one (1) Canoe and Stand Up Paddleboard (SUP) Ultra-Light Aluminum Trailer and bumper pull in the quantity specified to the following Arkansas State Park:
- 1. Toltec Mounds State Park
490 Toltec Mounds Road
Scott, AR 72142
Park Contact: Stewart Carlton, Superintendent

Phone: 501-961-9442

Canoe and Stand Up Paddleboard (SUP) Ultra-Light Aluminum Trailer and Bumper Pull
Quantity: ONE (1)

2.18 DELIVERY: FOB DESTINATION

- A. The agency requests delivery to the locations specified within 30 calendar days after receipt of the order. If this delivery date cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering agency's designated location. (See Official Bid Price Sheet) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the agency's requested date. Extended delivery dates may be considered when in the best interest of the State.
- B. All deliveries **must** be made Monday through Friday from 8:00 AM to 4:30 PM Central Time, excluding State Holidays, and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The Contractor **shall** give the agency immediate notice of any anticipated delays or plant shutdowns that will affect the delivery requirement.
- C. Loss or damage that occurs during shipping, prior to the order being received by the agency, is the Contractor's responsibility. All orders should be properly packaged to prevent damage during shipping.
- D. The Contractor **shall** provide delivery to delivery locations specified herein via FOB Destination.

2.19 ACCEPTANCE STANDARDS

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

SECTION 3 – GENERAL CONTRACTUAL ITEMS

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

3.1 PAYMENT AND INVOICE PROVISIONS

A. Forward invoices to:

Arkansas Department of Parks, Heritage & Tourism
#1 Capitol Mall, Room 4A-900
Little Rock, AR 72201

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

3.2 GENERAL INFORMATION

A. The State will not:

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

B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

3.3 CONDITIONS OF CONTRACT

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the Contractor.

3.4 STATEMENT OF LIABILITY

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

3.5 RECORD RETENTION

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

3.6 CONFIDENTIALITY

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

3.7 CONTRACT INTERPRETATION

Should the State and Contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached, the determination of the State is final and controlling.

3.8 CANCELLATION

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

3.9 SEVERABILITY

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

SECTION 4 – STANDARD TERMS AND CONDITIONS

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

- 1. GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one year from the date of delivery, unless otherwise specified herein.
- 8. SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may

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

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