



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-21-0003	Solicitation Issued:	July 17, 2020
Description:	Acorns and Seeds		
Agency:	Arkansas Agriculture Department - Forestry Division – Baucum Nursery		

SUBMISSION DEADLINE

Bid Opening Date:	August 10, 2020	Bid Opening Time:	2:00 p.m. Central Time
Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS

Delivery Address and Bid Opening Location:	Office of State Procurement 1509 West 7 th Street, Room 300 Little Rock, AR 72201-4222 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.
Bid's Outer Packaging:	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. <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:	Julia Shackelford	Buyer's Direct Phone Number:	501-371-6079
Email Address:	Julia.shackelford@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	https://www.transform.ar.gov/procurement/		

SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Arkansas Agriculture Department - Forestry Division (AAD-FD) to obtain pricing and a contract(s) for the purchase of acorns and seeds for Baucum Nursery located in North Little Rock, Arkansas.

1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/98886375832?pwd=c2gxc3VVUDJ2d1hmMjNPQWhwOHBYQT09>

Meeting ID: 988 8637 5832

Meeting Password: 068001

Dial-In Information: 877 853 5257 US Toll-free
888 475 4499 US Toll-free

1.3 CLARIFICATION OF BID SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing using *Attachment A: Submission of Written Questions* via email by 3:00 p.m. Central Time on or before July 27, 2020 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*. (See *Attachment A - Submission of Written Questions*.)
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 answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on July 30, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive bid. 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.

1.4 DEFINITION OF TERMS

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

“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.

“Business Day” means a day occurring Monday through Friday excluding State Holidays. A current listing of State Holidays can be found on the Arkansas Secretary of State’s website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.

“Contract Administrator” means the person designated by the Office of State Procurement, to manage the contract after award, to ensure compliance with Arkansas Law, and to ensure compliance with the terms and conditions of any resulting contract.

The terms “Invitation For Bid”, “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

“Prospective Contractor” means a responsible bidder who submits a responsive bid in response to this solicitation.

“Requirement” means a specification that a Contractor’s commodity **must** and/or service **shall** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms “**shall**” or “**must**” in the requirement.

“Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

“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 Department using such a contract.

1.5 ACORN AND SEED SPECIES

A. The Contractor **shall** supply Baucum Nursery with the following species of acorns and seeds in the estimated number of pounds stated or as otherwise requested by Baucum Nursery. AAD-FD reserves the right to adjust quantities for each species and to adjust the species type ordered. Adjustments will be made in accordance with the demand and/or availability of funds.

B. Contractor **shall** provide the following species of acorns and seed in the anticipated amounts stated to be collected over the initial contract term:

- | | |
|---------------------|-------------|
| 1. Cherrybark Oak | 3,850 lbs. |
| 2. Chinkapin Oak | 1,000 lbs. |
| 3. Cow Oak | 16,000 lbs. |
| 4. Northern Red Oak | 2,000 lbs. |
| 5. Nuttall Oak | 15,000 lbs. |
| 6. Overcup Oak | 13,000 lbs. |
| 7. Pin Oak | 2,500 lbs. |
| 8. Shumard Oak | 7,500 lbs. |

9. Water Oak	5,000 lbs.
10. White Oak	6,000 lbs.
11. Willow Oak	5,000 lbs.
12. Pecan (Native)	3,500 lbs.
13. Persimmon Seeds	1,500 lbs.
14. Water Hickory	3,000 lbs.
15. Southern Red Oak	500 lbs.

1.6 CONDITION OF SPECIES REQUIREMENTS

- A. Failure to provide acorns and seeds meeting the Condition of Species Requirements as specified herein will result in rejection of the acorn delivery and the Contractor **shall** supply a new shipment of acorns and seeds to AAD-FD that meet the Condition of Species Requirements. AAD-FD reserves the right to cancel a contract failing to adhere to the Requirements of this IFB.
- B. Acorns and seeds **must** be pure, fresh, and clean upon delivery to Baucum Nursery.
- C. Excluding Overcup Oak Acorns, Pecan, Persimmon, and Water Hickory seed, the Contractor **shall** float all acorn species and remove all floaters prior to delivery to Baucum Nursery.
- D. Acorns and seeds **must** be sufficiently moist with a moisture content adequate to pass a cut test. AAD-FD will perform cut tests on Overcup Oak Acorns, Pecan, Persimmon, and Water Hickory seed to determine viability of the embryo.
- E. Acorns and seeds **must** pass a cut test.
- F. Acorns and seeds **must** not contain sprouts.
- G. Excluding Overcup Oak Acorns, acorns **must not** have caps.

1.7 PACKAGING REQUIREMENTS

- A. Failure to comply with the Packaging Requirements as specified herein will result in rejection of the delivery and may result in contract termination. AAD-FD reserves the right to cancel a contract failing to adhere to the Requirements of this IFB.
- B. Acorns and seeds **must** be packaged in burlap or poly sacks. Each sack **must not** weigh more than fifty (50) pounds.
- C. Sacks **must** be tagged to indicate contents of sack and **must** include the following information on the tag:
 - 1. Species of acorns or seeds.
 - 2. Weight of acorns or seeds.
 - 3. County and state of harvest.
- D. Contractor **shall not** mix species of acorns or seeds together during packaging.

1.8 DELIVERY REQUIREMENTS: FOB DESTINATION

Arkansas Agriculture Department – Forestry Division
Baucum Nursery
Attention: David Bowling
1402 Highway 391 North
North Little Rock, AR 72117

1.9 SPECIAL DELIVERY REQUIREMENTS

- A. Excluding White Oak Acorns, the Contractor **shall** deliver and unload acorns and seeds within seven (7) calendar days of harvest.
- B. Excluding White Oak Acorns, the Contractor **shall** refrigerate all acorns and seeds immediately upon harvest. Acorns and seeds **must** be kept refrigerated at approximately thirty-six degrees Fahrenheit at all times prior to delivery to Baucum Nursery.
- C. Contractor **shall** refrigerate and deliver White Oak Acorns immediately upon harvest. White Oak Acorns **must** be refrigerated at approximately thirty-six degrees Fahrenheit.
- D. Contractor **shall** notify Baucum Nursery within three (3) hours prior to a delivery being made and **shall not** deliver acorns prior to sending notification to Baucum Nursery.
- E. Unless otherwise requested, the Contractor **shall** only deliver acorns during the hours of 8:00 a.m. – 4:30 p.m. Central Time.
- F. Loss or damage that occurs during shipping, prior to the order being delivered to the agency, is the Contractor's responsibility. All orders **must** be packaged in a manner that prevents damage during shipping.
- G. Once the acorns and/or seeds are delivered, weighed, and accepted by Baucum Nursery, the Contractor(s) **shall** sign and invoice for the number of pounds of accepted acorns and/or seeds.

1.10 PAYMENT AND INVOICING REQUIREMENTS

- A. Excluding Overcup Oak acorns, Pecan, Persimmon, and Water Hickory seed, payment on all other acorns will be based on the number of pounds of fresh, pure, clean, moist, cap-free, non-sprouted acorns that sink in water.
- B. All acorns and seeds will be weighed at Baucum Nursery.
- C. Overcup Oak Acorn, Pecan, Persimmon, and Water Hickory seed, payment will be based on:
 - 1. The number of pounds of sound acorns or seeds collected. Sound acorns or seeds are defined as acorns or seeds that have passed a cut test, are fresh, pure, and moist, and non-sprouted. To calculate pounds of sound acorns or seeds:
 - a. Baucum Nursery will multiply the total pounds of acorns or seeds delivered by the percentage of sound acorns or seeds. Baucum Nursery will determine the percentage of sound acorns or seeds by cutting representative samples of Overcup Oak acorns Pecan, Persimmon and Water Hickory seed, upon delivery.
 - 2. Overcup Oak Acorns, Pecan, Persimmon, and Water Hickory seeds containing less than 70% sound acorns or seeds will be rejected by Baucum Nursery.

3. Payment for Overcup Oak Acorns, Pecan, Persimmon, and Water Hickory seeds containing a minimum of 70% sound acorns will be based on multiplying the total pounds by the percentage of sound acorns or seeds.

1.11 ACCEPTANCE STANDARDS

- A. The Purchasing Entity will be granted a minimum of ten (10) Business Days to inspect and accept or reject the products.
- B. The Purchasing Entity has the option to return any products within the ten (10) Business Day timeframe for any reason.
- C. Bid **must** include a “total satisfaction” return policy for all products and **must not** impose any liability on the State for such returns.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 ISSUING AGENCY

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

2.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor per line item.
- B. The anticipated starting date for any resulting contract is September 1, 2020, except that the actual contract start date may be adjusted 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.

2.3 CONTRACTOR SELECTION

- A. Award will be made to the lowest bidding, responsible Prospective Contractor per line item.

2.4 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. A signed Bid Signature Page included in the *Bid Response Packet*. The signature **must** be that of a person authorized to contractually bind the Prospective Contractor.
 - ii. *Bid Response Packet*, which **must** be in the English language.
 - b. One (1) original copy of the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
 2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Solicitation Price Sheet*.
 - b. *EO 98-04 Disclosure Form*.
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - d. *Proposed Subcontractors Form*.
 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on the *Official Solicitation Price Sheet* only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Solicitation Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. Prospective Contractors are encouraged to bid on any or all species. However, if a Prospective Contractor is bidding on a specific specie, the Prospective Contractor **shall** bid on the total quantity amount.
- C. Prospective Contractor **shall not** bid on partial species amount. (Example: Cherry Bark Oak quantity is 3,850 pounds. Should Prospective Contractor bid on less than 3,850 pounds of Cherry Bark Oak acorns, Prospective Contractor's bid response will be rejected. The entire quantity **must** be bid; no partial quantities are allowed.
- D. Prospective Contractor **shall** provide pricing for the total quantity of species for the species in which they are submitting a bid.
- E. To allow time to review bids, prices **must** be valid for 60-days following the bid opening.
- F. **DO NOT** submit any ancillary information not related to actual pricing on or with the *Official Solicitation Price Sheet*.

2.6 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this IFB by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor understands its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this IFB.

2.7 ADDITIONAL TERMS AND CONDITIONS

- A. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions located on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Commodities Contract Template, Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Contract can be viewed on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.