



**STATE OF ARKANSAS**  
**OFFICE OF STATE PROCUREMENT**  
501 Woodlane St, Ste 220  
Little Rock, Arkansas 72201-1023

**INVITATION FOR BID**  
**BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Bid Number:	SP-21-0026	Solicitation Issued:	October 20, 2020
Description:	Livestock Bagged Feed		
Agency:	Arkansas Department of Corrections		

SUBMISSION DEADLINE			
Bid Opening Date:	November 19, 2020	Bid Opening Time:	2:00 p.m., Central Time
Sealed bids <b>must</b> 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 <b>shall</b> be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	Department of Transformation and Shared Services Office of State Procurement 501 Woodlane St, Ste 220 Little Rock, AR 72201-1023  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. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
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"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Wendy Gossett	Buyer's Direct Phone Number:	501-371-6070
Email Address:	<a href="mailto:wendy.gossett@dfa.arkansas.gov">wendy.gossett@dfa.arkansas.gov</a>	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## 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) for the Arkansas Department of Corrections (ADC) to obtain pricing and a contract for Livestock Bagged Feed to be supplied and delivered to ADC Cummins Unit located in Grady, Arkansas and ADC Wrightsville Unit located in Wrightsville, Arkansas.

The State is strictly providing estimated quantities in this IFB and on the *Official Solicitation Price Sheet* as a courtesy to Prospective Contractors and are provided in good faith. Prospective Contractors **shall not** interpret any estimated quantities provided to be a guarantee of actual contract volume existing during the aggregate term of a resulting contract. Actual contract volume including ordering frequencies and quantities may vary according to the State's needs during the contract term(s).

### 1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/83781974528?pwd=RjRHSURmdjVOR2JuamJSL0pDamJsQT09>

Meeting ID: 837 8197 4528

Meeting Password: 983915

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 via email by 4:00 p.m., Central Time on or before October 30, 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 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 November 6, 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

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "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.
- C. "Business Day" means Monday through Friday of each week, exclusive of official State holidays. A list of Arkansas State Holidays can be found here: <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.
- D. "Coccidiostat" means antiprotozoal agents that act on coccidia parasites by inhibiting reproduction and retarding the development of the parasite in a host cell.
- E. "Coccidiosis" means an intestinal tract infection caused by a single-celled organism called coccidia.
- F. "CTC" means Chlortetracycline.
- G. "Feed Grade Equivalent" means material that has been determined to be safe, functional and suitable for its intended use in animal food, is handled and labeled appropriately, and conforms to the Federal Food, Drug and Cosmetic Act unless otherwise expressly permitted by the appropriate State or Federal Agency.
- H. "FTU/lb." means Phytase Activity Units Per Pound.
- I. "G/TON" means Grams Per Ton.
- J. "IGR" means Insect Growth Regulator.
- K. "IU/lb." means International Units Per Pound.
- L. "Lasalocid" means an antibacterial agent and a coccidiostat which is produced by strains of *Streptomyces lasaliensis*.
- M. "MG/lb." means Milligrams Per Pound.
- N. "PPM" means Parts Per Million.
- O. "Prospective Contractor" means a responsible bidder who submits a responsive bid in response to this solicitation.
- P. "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.
- Q. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- R. "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.

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

### 1.5 CONTRACTOR REQUIREMENTS

- A. At the time of bid submission, the Prospective Contractor **shall** have in place all facilities, staff, and other operations necessary for providing and delivering Livestock Bagged Feed to the State as required by this IFB.
- B. Livestock Bagged Feed **must** be of excellent quality and **must** meet current generally accepted industry standards.
- C. Contractor **shall not** place any restrictions on the ordering quantity or on the ordering frequency.
- D. Contractor **shall** supply and deliver Livestock Bagged Feed in the quantities and types requested by ADC during the contract term(s), which may vary with each purchase order issued.
1. Agency anticipates issuing Purchase Orders every month.

### 1.6 LIVESTOCK FEED BAG REQUIREMENTS

- A. Livestock Bagged Feed **must** include all the following components or component equivalents and **must** be packaged in fifty (50#) pound bags unless otherwise indicated:
1. Beef Mineral – All Season Mineral:

Calcium	(Ca)	Min 12%
Phosphorus	(P)	Min 6%
Magnesium	(Mg)	Min 3,600 PPM
Copper	(Cu)	Min 1200% PPM
Iodine	(I)	Min 100 PPM
Salt	(NaCl)	Min 14%
Magnesium	(Mn)	Min 1,575 PPM
Selenium	(Se)	Min 25 PPM
Zinc	(Zn)	Min 4,200 PPM
Vitamin A		Min 150,000 IU per lb.
Vitamin D		Min 15,000 IU per lb.
Vitamin E		Min 100 IU per lb.

- a. Copper source **must** include either copper amino acid complex with copper sulfate in combination or copper hydrochloride alone.
- b. Zinc source **must** include either zinc amino acid complex with zinc oxide in combination or zinc hydroxychloride alone.
- c. Beef Mineral – All Season Mineral **must** have a highly soluble source of cobalt.
- d. Beef Mineral – All Season Mineral **must not** contain copper oxide.
- e. Beef Mineral – All Season Mineral **must** be formulated for expected minimum intake of three (3 oz) to four (4 oz) ounces.

## 2. Beef IGR-CTC Mineral Medicated – All Season Mineral:

Calcium	(Ca)	Min 12
Phosphorus	(P)	Min 6%
Manganese	(Mg)	Min 3,600 PPM
Copper	(Cu)	Min 1200% PPM
Iodine	(I)	Min 100 PPM
Selenium	(Se)	Min 25 PPM
Zinc	(Zn)	Min 4,200 PPM
Salt	(NaCl)	Min 14%
Vitamin A		Min 150,000 IU per lb.
Vitamin D		Min 15,000 IU per lb.
Vitamin E		Min 100 IU per lb.

- a. Beef IGR-CTC Mineral Medicated – All Season Mineral **must** be formulated for an expected intake of three (3 oz) to four (4 oz) ounces.
- b. Beef IGR-CTC Mineral Medicated – All Season Mineral **must** contain a highly soluble source of cobalt and **must not** contain copper oxide.
- c. Copper source **must** include either amino acid complex with copper sulfate in combination or copper hydrochloride alone.
- d. Zinc source **must** include either zinc amino acid complex with zinc oxide in combination or zinc hydroxychloride alone.
- e. Beef IGR-CTC Mineral Medicated – All Season **must** contain 5600 G/Ton (CTC) Chlortetracycline.
- f. Beef IGR-CTC Mineral Medicated – All Season **must** contain 0.014% IGR s-Methoprene.

## 3. Beef Mag Mineral with CTC Medicated – Hi Mag Mineral:

Calcium	(Ca)	Min 12%
Phosphorus	(P)	Min 4%
Magnesium	(Mg)	Min 10% PPM
Copper	(Cu)	Min 1200 PPM
Manganese	(Mn)	Min 3,600 PPM
Iodine	(I)	Min 100 PPM
Selenium	(Se)	Min 25 PPM
Zinc	(Zn)	Min 4,200 PPM
Salt	(NaCl)	Min 14%
Vitamin A		Min 150,000 IU per lb.
Vitamin D		Min 15,000 IU per lb.
Vitamin E		Min 100 IU per lb.

- a. Beef Mag Mineral with CTC Medicated – Hi Mag Mineral **must** be formulated for an expected intake of three (3 oz) to four (4 oz) ounces.
- b. Beef Mag Mineral with CTC Medicated – Hi Mag Mineral **must** contain a highly soluble source of cobalt.

- c. Beef Mag Mineral with CTC Medicated – Hi Mag Mineral **must not** contain copper oxide.
- d. Copper source **must** include either copper amino acid complex with copper sulfate in combination or copper hydrochloride alone.
- f. Zinc source **must** include either zinc amino acid complex with zinc oxide in combination or zinc hydroxychloride alone.
- e. Beef Mag Mineral with CTC Medicated – Hi Mag Mineral **must** contain 5,600 G/Ton (CTC).

4. Beef Mag Mineral – Hi Mag Mineral:

Calcium	(Ca)	Min 12%
Phosphorus	(P)	Min 4%
Magnesium	(Mg)	Min 10% PPM
Copper	(Cu)	Min 1200 PPM
Manganese	(Mn)	Min 3,600 PPM
Iodine	(I)	Min 100 PPM
Selenium	(Se)	Min 25 PPM
Zinc	(Zn)	Min 4,200 PPM
Salt	(NaCl)	Min 14%
Vitamin A		Min 150,000 IU per lb.
Vitamin D		Min 15,000 IU per lb.
Vitamin E		Min 100 IU per lb.

- a. Beef Mag Mineral – Hi Mag Mineral **must** be formulated for an expected intake of three (3 oz) to four (4 oz) ounces.
- b. Beef Mag Mineral – Hi Mag Mineral **must not** contain copper oxide.
- c. Beef Mag Mineral – Hi Mag Mineral **must** contain cobalt
- d. Copper source **must** include either copper amino acid complex with copper sulfate in combination or copper hydrochloride alone.
- g. Zinc source **must** include either zinc amino acid complex with zinc oxide in combination or zinc hydroxychloride alone.

5. Medicated Dairy Milk Replacer:

Calcium	(Ca)	Min 0.75
Phosphorus	(P)	Min 0.70%
Crude Protein	(CP)	Min 20%
Crude Fat	(CF)	Min 20%
Vitamin A		Min 20,000 IU per lb.
Vitamin D		Min 5,000 IU per lb.
Vitamin E		Min 100 IU per lb.

- a. Medicated Dairy Milk Replacer **must** contain organic sources of the following per industry standards:
  - i. Iron

- ii. Manganese
- iii. Copper
- iv. Zinc
- v. Selenium

- b. Medicated Dairy Milk Replacer **must** contain Lasalocid at 72.6 G/Ton for Coccidiosis or an equivalent Federal Drug Administration approved Coccidiostat.

6. Medicated Dairy Milk Replacer with Fly Control:

Calcium	(Ca)	Min 0.75
Phosphorus	(P)	Min 0.70%
Crude Protein	(CP)	Min 20%
Crude Fat	(CF)	Min 20%
Vitamin A		Min 20,000 IU per lb.
Vitamin D		Min 5,000 IU per lb.
Vitamin E		Min 100 IU per lb.

- a. Medicated Dairy Milk Replacer with Fly Control **must** contain organic sources of the following per industry standards:

- i. Iron
- ii. Manganese
- iii. Copper
- iv. Zinc
- v. Selenium

- b. Medicated Dairy Milk Replacer with Fly Control **must** contain Lasalocid at 72.6 G/Ton for coccidiosis or an equivalent Federal Drug Administration approved Coccidiostat.
- c. Medicated Dairy Milk Replacer with Fly Control **must** contain 10.9 G/Ton Diflubenzuron for fly control.

7. Medicated Dairy Calf Starter Textured:

Calcium	(Ca)	Min/Max 0.75/1.00
Phosphorus	(P)	Min 0.4%
Crude Protein	(CP)	Min 20%
Crude Fat	(CF)	Min 3.0%
Crude Fiber		Max 8.0%
Acid Detergent Fiber	(ADF)	Min 8%
Selenium	(Se)	Min 0.30 PPM
Vitamin A		Min 6,500 IU per lb.
Vitamin D		Min 1,500 IU per lb.

Vitamin E		Min 60 IU per lb.
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- a. Ingredient list **must** include the following per industry standards:
  - i. Molasses Products
  - ii. Salt
  - iii. Organic Copper
  - iv. Organic Zinc
  - v. Organic Selenium
  - vi. Organic Manganese
  - vii. Organic Iron
- b. Medicated Dairy Calf Starter Textured **must** contain 22.7 MG/lb. of Decoquinatone or equivalent for Coccidiosis control.

8. Dairy Lactator – Dairy Lactation Mineral:

Calcium	(Ca)	Min 14%
Phosphorus	(P)	Min 1.5%
Salt	(NaCl)	Min 12%
Magnesium	(Mg)	Min 3.5%
Potassium	(K)	Min 3.0%
Cobalt	(CU)	Min 5 PPM
Copper	(Cu)	Min 225 PPM
Zinc	(Zn)	Min 2000 PPM
Manganese	(Mn)	Min 1500 PPM
Iodine	(I)	Min 20 PPM
Selenium	(Se)	Min 9 PPM
Vitamin A		Min 130,000 IU per lb.
Vitamin D		Min 25,000 IU per lb.
Vitamin E		Min 3,000 IU per lb.

- a. Ingredient list **must** include organic sources of copper, zinc, selenium, manganese in combination with inorganic sources of sulfate or oxide forms, excluding copper oxide or hydroxychloride forms of copper, zinc, and manganese with an organic source of selenium.
- b. Dairy Lactator – Dairy Lactation Mineral **must** contain yeast culture such as diamond V XPC or equivalent.
- c. Dairy Lactator – Dairy Lactation Mineral **must** contain an anti-caking agent that exhibits Mycotoxin binding properties.



## 9. Equine Mineral Tub – 200 lb. to 250 lb. – Equine Balancer:

Calcium	(Ca)	Min 1.5%
Phosphorus	(P)	Min 1%
Crude Protein	(CP)	Min 20%
Crude Fat	(CF)	Min 5%
Crude Fiber		Max 8.0%
Selenium	(Se)	Min 3.0 PPM
Vitamin A		Min 20,000 IU per lb.
Vitamin D		Min 2,500 IU per lb.
Vitamin E		Min 25 IU per lb.

- a. Equine Mineral Tub – 200 lb. to 250 lb. – Equine Balancer **must** include the ingredient Biotin.
- b. Equine Mineral Tub – 200 lb. to 250 lb. – Equine Balancer **must** be formulated for an expected intake of one (1) to two (2) lb./d.

## 10. Equine Block Mineral - Equine Mineral Block, 30 lb. to 50 lb.:

Calcium	(Ca)	Min 12%
Phosphorus	(P)	Min 8%
Zinc	(Zn)	Min 6,500 PPM
Selenium	(Se)	Min 30 PPM
Vitamin A		Min 75,000 IU per lb.
Vitamin D		Min 7,500 IU per lb.
Vitamin E		Min 1,250 IU per lb.

- a. Equine Block Mineral - Equine Mineral Block, 30 lb. to 50 lb. **must** include the ingredient Biotin.
- b. Equine Block Mineral - Equine Mineral Block, 30 lb. to 50 lb. **must** be formulated for an expected intake of two (2 oz) to four (4 oz) ounces per head per day.

## 11. Equine Balancer:

Calcium	(Ca)	Min 3.0%
Phosphorus	(P)	Min 2%
Selenium	(Se)	Min 2.0 PPM
Crude Protein	(CP)	Min 30%
Crude Fat	(CF)	Min 2%
Crude Fiber		Max 8%
Acid Detergent Fiber	(ADF)	Max 10%
Starch		Max 10%
Lysine		Min 2%
Sugar		Max 10%
Vitamin A		Min 17,500 IU per lb.
Vitamin E		Min 550 IU per lb.

- a. Equine Balancer **must** include the ingredient's Biotin and a Vitamin D source.
- b. Equine Balancer **must** be formulated for an expected intake of one (1 lb.) to three (3 lb.) pound range of acceptance.

12. Calcium Carbonate which **must** be Feed Grade Equivalent with a mesh size 16x120 and mesh size of 10x16.
13. Calcium Carbonate which **must** be Feed Grade Equivalent with a mesh size of 10x16.
14. Poultry Layer Base:

Calcium	(Ca)	Min 19%
Phosphorus	(P)	Min 7.6%
Selenium	(Se)	Min 8 PPM
Salt	(NaCl)	Min/Max 11-11.5%
Copper	(Cu)	Min 360 PPM
Zinc	(Zn)	Min 2589 PPM
Iodine	(I)	Min 36 PPM
Manganese	(Mn)	Min 8,000 PPM
Iron	(fe)	Min 3,350 PPM
Methionine	(Met)	Min 3.6%
Vitamin A		Min 147,000 IU per lb.
Vitamin D		Min 46,000 IU per lb.
Vitamin E		Min 300 IU per lb.

- a. Poultry Layer Base **must** include the ingredient Phytase at not less than 9,080 FTU/lb.

15. Poultry Pullet Pre-Mix – Pullet Base:

Calcium	(Ca)	Min 18-19%
Phosphorus	(P)	Min 8%
Selenium	(Se)	Min 12 PPM
Salt	(NaCl)	Min/Max 15-16.5%
Copper	(Cu)	Min 140 PPM
Zinc	(Zn)	Min 1,440 PPM
Iodine	(I)	Min 36 PPM
Manganese	(Mn)	Min 2,500 PPM
Iron	(fe)	Min 3,600 PPM
Methionine	(Met)	Min 3.6%
Iodine	(I)	Min 34 PPM
Vitamin A		Min 200,000 IU per lb.
Vitamin D		Min 56,000 IU per lb.
Vitamin E		Min 640 IU per lb.

- a. Poultry Pullet Pre-Mix – Pullet Base **must** include the ingredient Phytase at not less than 9,080 FTU/lb.

## 1.7 PACKAGING REQUIREMENTS

- A. Contractor **shall not** stack more than forty (40) bags of Livestock Bagged Feed per pallet.
- B. Livestock Bagged Feed **must** be packaged in fifty (50#) pound bags with the exception of the feed listed below:
- Equine Mineral Block – **must** be packaged in thirty (30#) to fifty (50#) pound bags.

2. Equine Mineral Tub – packaged in 200-pound to 250-pound bags.

- C. Livestock Bagged Feed **must** be shrink wrapped in a manner that protect the contents (feed) from spillage, leaking, and busting under any circumstance including but not limited to performing loading and unloading activities with heavy equipment such as a forklift.

### 1.8 DELIVERY: FOB DESTINATION

- A. The Contractor **shall** coordinate delivery with ADC by contacting ADC within ten (10) Business Days prior to each delivery of the Livestock Bagged Feed. ADC contact information will be provided prior to Contract Award.
- B. The Contractor **shall** deliver Livestock Bagged Feed to the following locations as requested by ADC's purchase order:
1. Cummins Unit  
Farm Operation  
Hwy 388, Grady, AR 71644
  2. Wrightsville Unit  
8400 Hwy 386, Wrightsville, AR 72183
- C. The Contractor **shall** deliver Livestock Bagged Feed within fourteen (14) Business Days of Purchase Order issuance. Extended delivery dates may be considered when in the best interest of the State.
- D. Contractor **shall** make deliveries from 8:00 a.m. until 2:00 p.m., Central Time, Monday through Friday, 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.
- E. 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.
- F. The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

### 1.9 ACCEPTANCE STANDARDS

- A. Inspection and acceptance/rejection of product(s) will be made within thirty (30) days of receipt.
- B. The State has the option to return any product(s) within the thirty (30) 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.

### 1.10 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.

- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include the input of the Contractor so as to establish standards that are reasonably achievable and mutually agreed upon.
- D. All changes made to the Performance Standards will become an official part of the contract.
- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified **shall** be considered a breach of any contract that gets awarded hereunder. The State may pursue any remedies it has at law, equity, and/or under such contract including, without limitation, termination or cancellation of contract and/or the imposition of liquidated damages.
- G. In the event a Performance Standard is not met, the Contractor may be allowed to defend or cure the insufficiency. The State has sole and final determination of the acceptability of any cure.

### Performance Standards

<b><i>Service Criteria</i></b>	<b><i>Acceptable Performance</i></b>	<b><i>Damages for Insufficient Performance</i></b>
<b>Quality</b>	Livestock Bagged Feed meets the components or component equivalents listed in the Livestock Bagged Feed Requirements stated in the IFB.	15% credit of the invoiced amount applied to ADC's account for all deliveries of the Livestock Bagged Feed that fails to meet the Livestock Bagged Feed Requirements stated in the IFB.
<b>Quantity</b>	Contractor provides Livestock Bagged Feed in quantities requested on the Purchase Order.	20% credit on the invoice for all instances whereby the Contractor fails to provide ADC with quantities requested on the Purchase Order.
<b>Timeliness</b>	Contractor delivers product to ADC within fourteen (14) Business Days after receipt of Purchase Order unless an alternate delivery timeframe has been approved by ADC.	10% credit of the invoiced amount applied to ADC's account for each failure to deliver product to ADC within 14 Business Days of receipt of the Purchase Order (unless an alternate delivery date has been approved by ADC, in which case damages will apply to the alternate delivery date) plus an additional \$50 per day for each day after 14 Business Days whereby the product is not delivered to ADC.  Repeated issues of delays in delivering product may result in Contract cancellation.

## 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.
- B. The anticipated starting date for any resulting contract is December 9, 2020 upon award 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.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### 2.3 CONTRACTOR SELECTION

- A. Award will be made to the lowest-bidding, responsible Prospective Contractor on an ALL OR NONE basis.

### 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(s) 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. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- C. The Official Solicitation Price Sheet contains two (2) tables for the purposes described below.
  1. Table A – Livestock Bagged Feed:
    - a. In the purple shaded cells under the Unit Price column, the Prospective Contractor **shall** provide a Unit Price for each product listed.
    - b. The Unit Price entered by the Prospective Contractor will be multiplied by the Estimated Annual Quantity provided on the *Official Solicitation Price Sheet* for that product. The calculated amount (Unit Price x Estimated Annual Quantity) will auto-populate into the *Estimated Extended Cost* cell for each product listed.
    - c. In the *Bag Size Quoted* column, the Prospective Contractor **shall** enter the bag size applicable to the quoted price for lines 9 and 10 only.
    - d. The Prospective Contractor **shall** provide pricing for all items in Table A which **must** include all associated costs for providing the product including but not limited to F.O.B Destination shipping. Should the Prospective Contractor fail to provide a Unit Price for a product listed on the *Official Solicitation Price Sheet*, the State reserves the right to reject the Prospective Contractor's bid submission.
    - e. Table A will be used to determine lowest cost based on the amount auto-populated into the *Estimated Total Cost for the Initial Term* cell on the *Official Solicitation Price Sheet*.
  2. In Table B: Alternate Delivery Schedule
    - a. The Prospective Contractor **shall** provide an alternate delivery schedule only if the fourteen (14) Business Days delivery timeframe cannot be met. (See *Delivery: FOB Destination*.)
    - b. Table B will not be used to determine lowest cost.
- D. DO NOT submit any ancillary information not related to actual pricing on or with the Solicitation Price Sheet.

## 2.6 PRICE ESCALATION

- A. Price increases will only be considered at the time of contract renewal.
- B. The Contractor **must** provide to OSP a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OSP has the right to require additional information pertaining to the requested increase.

- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

## **2.7 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 an exceptions page (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 exceptions to any Requirements in the Specifications Section(s) of this IFB.

## **2.8 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 (Agencies – Forms and Reporting – Solicitation Templates): <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 Commodities Contract can be viewed on the OSP website here (Agencies – Forms and Reporting – Solicitation Templates): <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.