



**STATE OF ARKANSAS**  
**Arkansas Department of Veterans Affairs**  
 501 Woodlane Drive, Suite 401N  
 Little Rock, AR 72201

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

SOLICITATION INFORMATION			
Solicitation Number:	ADVA-24-004	Solicitation Issued:	April 26, 2024
Description:	Dietician and Daily Foodservice for Fayetteville Veterans Home		
Division/Agency:	Arkansas Department of Veterans Affairs		

SUBMISSION DEADLINE			
Bid Opening Date:	May 10, 2024	Bid Opening Time:	10:00 A.M., Central Time
<p>Responses <b>shall not</b> be accepted after the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit responses at the designated location on or before the bid opening date and time. Responses received after the designated bid opening date and time <b>shall</b> be considered late and <b>shall</b> be returned to the vendor without further review.</p> <p>Emailed or faxed submissions <b>shall not</b> be accepted.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Sealed Bid Opening Location	Arkansas Department of Veterans Affairs Procurement Section 501 Woodlane Drive, Suite 401N Little Rock, AR 72201  Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Response's Outer Packaging:	Outer packaging <b>must</b> be sealed and should be properly marked with the below information. If outer packaging of response submission is not properly marked, the package may be opened for bid identification purposes.  Bid number Date and time of bid opening Vendor's name and return address

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	John Gearhart	Buyer's Direct Phone Number:	501-683-0954

Email Address:	<a href="mailto:john.gearhart@arkansas.gov">john.gearhart@arkansas.gov</a>	Department's Main Number:	501-683-2446
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## SECTION 1 – INFORMATION AND INSTRUCTIONS

### 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Arkansas Dept of Veterans Affairs for to obtain pricing and a contract for nutrition services for the Arkansas Veteran Home located in Fayetteville, AR.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

### 1.2 OBJECTIVE AND GOALS

- A. ADVA seeks to acquire a contract for food management services is to provide nutritionally adequate and attractive meals adapted to meet the needs and preferences of individuals that reside at Arkansas State Veterans Home at Fayetteville (ASVH-F). A variety of meal options will offer highly palatable and nutritious food sufficiently varied and at the proper temperature to assure maximum nutritional support. Services must be provided efficiently and at a reasonable cost to the Arkansas Department of Veteran Affairs while meeting all State and Federal requirements for Skilled Nursing Facilities.
- B. The ASVH-F is skilled nursing facility serving Arkansas' veterans, spouses, and gold-star parents (maximum operating census is 90). The facility is a multi-story building of approximately 35,000 square feet. The successful vendor will prepare and distribute three (3) meals (breakfast, lunch, and dinner) per day each day of the year, maintain a supply of nutritional snacks for residents as needed and provide nutritional snacks for resident activities. The vendor represents that it is qualified, equipped, staffed, ready, willing, and able to perform and render such services as shall be necessary, required, or desired, for and on behalf of Arkansas State Veterans Home.
- C. ADVA will conduct a **mandatory walk-through** that will be held **May 8, 2024, at 10:00 a.m.** Vendors who expect to propose must attend. The meeting location will be held at the ASVH-F at **1179 North College Avenue, Fayetteville, AR.**
- D. The Office of State Procurement will administer contract(s) resulting from this Invitation for Bid (IFB). The resulting contract(s) will be for an initial contract term of two (2) years, anticipated to begin July 1, 2024, subject to Board of Examiners approval, with an option to renew for two (2) additional years, if agreed upon by both parties and in the best interests of the State.
- E. The vendor will prepare and distribute three (3) meals (breakfast, lunch, and dinner) per day each day of the year, maintain a supply of nutritional snacks as needed and provide nutritional snacks for resident activities. The number of meals in the IFB is estimated based on current and projected information available at the time the IFB was developed. However, fluctuations in funding, census, program evaluation, and other factors affect the actual number of meals served. There is no way to guarantee the estimated number of meals in the IFB will not increase or decrease during the term of the contract.

### 1.3 TYPE OF CONTRACT

- A. As a result of this IFB, the Department intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is July 1, 2024, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) 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 two (2) years. Upon mutual agreement by the Contractor and Department, the contract may be renewed by the State for an additional two-year term, not to exceed a total aggregate contract term of seven (7) consecutive years.

#### **1.4 DEFINITION OF TERMS**

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms “Invitation for Bid”, “IFB,” and “Solicitation” are used synonymously in this document.
- C. “Prospective Contractor” means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. “Requirement” means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. “Shall” and “must” mean the imperative and are used to identify Requirements and Specifications.
- F. “Specification” means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. “Specification” may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.
- G. “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 Department using such a contract.

#### **1.5 CONTRACTOR SELECTION**

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted a bid that ADVA decides best meets the Requirements and criteria set forth in the IFB.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
  - 1. All bids received from responsive and responsible bidders exceed available funding; or
  - 2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
  - 1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
  - 2. Negotiations are conducted at the sole discretion of the State.
- D. Once the anticipated awardee has been determined, the anticipated award will be posted to the Solicitation posting, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.

- E. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

## 1.6 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the RFQ by midnight, Central Time on or before April 4, 2024.
  - 1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
  - 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 Solicitation posting by the close of business on April 5, 2024. 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 Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a 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 Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the Department 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 the Department.

## 1.7 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. *Bid Response Packet*
  - 1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation to submit their bids.
  - 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
    - a. Signed *Bid Signature Page*; signature may be ink or digital.
    - b. Completed *Bid Response Packet*, which **must** be in English.
    - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
      - a. Pricing **must** be proposed in U.S. dollars and cents.
      - b. Quantities stated are estimates only and are not guaranteed. Prospective 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, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.

- c. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
- d. Prices **must** be firm offers and adjustments may be negotiated at the time of contract renewal/annually/quarterly or **shall not** be subject to escalation.
  - **Include this bullet if price increase is an option:** A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
- e. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
- f. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

**d. Copy of Prospective Contractor's *Equal Opportunity Policy***

- a. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.

3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:

a. *EO 98-04 Contract & Grant Disclosure Form*

**b. Certificate of Liability Insurance with ADVA as the certificate holder.**

4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.

C. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.

D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.

E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.

F. Prospective Contractors may submit multiple bids.

## SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

### 2.1 SPECIFICATIONS

A. The awarded Prospective Contractor **shall** meet the below specifications:

1. General pricing for all hourly and management staff, this includes front line staff.
2. The kitchen opens at 5:00 a.m. and currently closes at 8:30 p.m.
3. Current mealtimes are: Breakfast 7:00a.m.; Lunch 12:00p.m.; Dinner 5:00p.m.
4. Serve Safe Certified cook or chef on duty for each shift at all times.
5. Prospective Contractor will provide adequate staff to accommodate and maintain buffet service on each unit.
6. ASVH-F **does not** require a contractor staff member to be onsite overnight.
7. Food service is responsible for cleaning the entire kitchen area.
8. ASVH-F would like to see the current front-line staff provided the opportunity to stay on; however, the awarded Prospective Contractor will be under no obligation to keep current staff.
9. ASVH-F has not set guidelines for the wages/benefit packages of the vendors' employees. However, in the interest of morale, ASVH-F would prefer any current employees that are kept on maintain a similar package.
10. ASVH-F is open to a monthly walk through to assess physical plant and equipment conditions.
11. ASVH-F **will require** the awarded Prospective Contractor to use the PointClickCare system to manage tray cards.
12. The awarded Prospective Contractor **shall** provide a full-time Certified Dietary Manager who will be part of the clinical care plan team.
13. The quantity and quality of the food **must** be similar for each resident (including modified texture meals, e.g. mechanical soft, ground, pureed, etc.).
14. The same level of quality ingredients **must** be maintained throughout the Prospective Contractor's operation.
15. All hot foods **must** reach the participants hot (>140°F), and all cold foods must reach the participants cold (<40°F).
16. Housekeeping and sanitation programs **shall** meet and be maintained within the highest standards of cleanliness.
17. All food and supplies purchased **shall** be in conformance with any minimum standards of Federal and State specifications not otherwise stated herein.
18. ASVH-F **shall** periodically, or as deemed necessary, inspect the Prospective Contractor's inventory of food and supplies to determine if the following food standards are being maintained:
  - a. Meat: Beef, USDA inspected, select or choice grade. 15%-18% maximum fat content in ground beef products. Only beef patties may contain limited amounts of vegetable protein (soy flour).
  - b. Veal and Lamb: USDA inspected, choice.

- c. Pork and Poultry: USDA inspected, Grade A.
- d. Eggs and Dairy Products: USDA, Grade A, pasteurized. Milk alternatives will contain protein, calcium, Vitamin D comparable to cow's milk (i.e. soy milk).
- e. Frozen Foods: USDA, Grade A.
- f. Fresh Produce: US number 1 quality.
- g. Canned Foods: fancy and choice quality canned food. No home-canned vegetables, meats, or fish. Fruit to be juice pack or light syrup.
- h. Mayonnaise: regular, light, or low fat.
- i. Salad dressing: regular, low-fat, and low-calorie variety. A variety of options will be made available for the residents to select from.
- j. Prospective Contractor **shall** maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies related to food production, service, and management applicable to this agreement.

19. Guidelines for food storage:

- a. Dry storage, 50 degrees F to 70 degrees F.
- b. Refrigerated storage, 40 degrees F or lower.
- c. Freezer storage, 0 degrees F or lower.
- d. Storage temperatures shall be recorded daily in a log and made available to facility upon request.
- e. All utensils, including dishes, glass, and silverware **shall** be properly cleaned and sanitized after each use and protected from dust or other contamination.
- f. The Prospective Contractor **shall** keep on file manufacturers' specifications on convenience food items and pre-packaged mixes served at all meals and snacks, including sack meals, for nutritional content, i.e. grams of protein, fat carbohydrate, sodium, cholesterol, iodine, and other pertinent information.
- g. ASVH-F is to receive credit or exchange for food or supplies served in the event the food or supplies exceed an expiration date or spoil prior to expiration date. Examples are pre-packaged cereals, chips and snacks, milk and milk products, nutritional supplements, and other food supplies.

20. Menu Planning

- a. Prospective Contractor **shall** provide at a minimum of twice per year a proposed six (6)-month cycle menu (no less than 6-week cycles) to ASVH-F for review, at least one (1) month prior to serving dates. The proposed menu will include a computerized nutritional analysis of regular and therapeutic diets. A variety of options will be provided for the modified texture diets and therapeutic diets as well. Diet textures must be preapproved by the ASVH-F Speech Therapist prior to distributing to residents if the menu changes. The menu will be reviewed and approved by the ASVH-F Administrator and Registered Dietitian and reviewed by the Resident Food Committee prior to serving dates. The following schedule **shall** apply (beginning serving dates): **Fall/Winter – October 1, Spring/Summer – April 1**
- b. A dietary representative **shall** conduct a quarterly food survey among the residents to determine what the residents like to eat. Results to be provided to ASVH-F Administrator, Registered Dietitian and/or designee.
- c. The Prospective Contractor **shall** conduct a plate waste study to assess if certain

foods are being sent back prompting a need for a change in the menu. These results will be provided to ASVH-F Administrator, Registered Dietitian and/or designee on a quarterly basis.

- d. Menu substitutions of similar nutritional and caloric value **shall** be submitted to the ASVH-F Registered Dietitian for approval prior to serving. In the case of emergency situations, only like items will be accepted. Example: meat for meat, green vegetable for green vegetable.
- e. The Prospective Contractor **shall** plan two (2) special event meal per month at no additional cost.
- f. A written policy statement and procedure relative to menu substitution **shall** be developed by the Prospective Contractor and approved by facility.
- g. Menus **must** be planned to meet nutritional needs as recommended by the dietary allowances of the food and requirements of the U.S. Department of Agriculture, Food & Nutrition Service.
- h. Total available calories **shall** be distributed in the following manner: 15-18% protein, 25-30% fat, and 55-60% carbohydrates. Except where diet orders prohibit it, regular and special diet menus will include a minimum of 25g of fiber per day emphasizing complex whole food fiber and carbohydrate sources. For example: fresh fruit, salads, cooked vegetables, beans, lentils, corn, squash, potatoes with skins, and whole grain bread and cereal products. The Academy of Nutrition and Dietetics (AND) and exchange lists for meal planning will be used as a guide in planning all regular and therapeutic diets. One copy of this manual will be purchased by the Prospective Contractor and kept in the kitchen by the Prospective Contractor. Therapeutic diets will meet the medical and clinical needs and cultural and ethnic characteristics of the residents as prescribed by the medical staff or the Interdisciplinary Team. Some diets may require increased amounts of food over the standard diet. Increased food as a result of high caloric meals is canceled out by low caloric meals and **shall not** be an added charge.
- i. Five to Six (5-6) ounces or ounce-equivalent minimum of cooked meat/meat alternatives; (e.g. 1 ounce of meat, poultry, or fish, ¼ cup cooked beans, 1 egg, 1 tablespoon of peanut butter, or ½ ounce of nuts or seeds can be considered as 1 ounce-equivalent from the Protein Foods Group)
- j. Two (2) cups of fruits; (e.g. 1 cup of fruit or 100% fruit juice, or ½ cup of dried fruit can be considered as 1 cup from the Fruit Group)
- k. Three (3) cups of vegetables; (e.g. 1 cup of raw or cooked vegetables or vegetable juice, or 2 cups of raw leafy greens can be considered as 1 cup from the Vegetable Group)
- l. Six (6) ounce equivalents of grains (e.g. 1 slice of bread, 1 cup of ready-to-eat cereal, or ½ cup of cooked rice, cooked pasta, or cooked cereal can be considered as 1 ounce-equivalent from the Grains Group. Minimum of 3 oz/ day equivalents need to include high fiber products)
- m. Three (3) cups of dairy or dairy substitute, (e.g. 1 cup of milk, yogurt, or soymilk (soy beverage), 1 ½ ounces of natural cheese, or 2 ounces of processed cheese can be considered as 1 cup from the Dairy Group)
- n. Eight (8) ounces of decaffeinated coffee as requested.
- o. Eight (8) ounces of soda, lemonade or decaffeinated iced tea.
- p. Servings **shall** be defined as the size listed as one exchange as defined by the exchange list for meal planning and the American Diabetic Association. The minimum caloric level for a regular diet of three (3) meals **shall** be 2,000 calories.
- q. Special menu items **shall** be planned for holidays and special occasions. Monthly

special menus **shall** also be planned. These special menu items will be approved by the Administrator. Decorated individual birthday cakes will be provided on residents' birthdays at no additional charge.

- r. Menus **shall** include at least seven (7) fresh fruit or vegetable items per week that must be more substantial than shredded lettuce. A small vegetable platter **shall** be made available with meals or as a snack to residents upon request.
- s. Menus **shall** include sugar free items for diabetic residents and any other menu items required to meet the needs of residents on therapeutic diets.

21. Prospective Contractor **shall** meet the following minimum requirements regarding food production:

- a. Maintain hot food temperatures at a minimum of 140 degrees Fahrenheit or cold food temperatures at a maximum of 40 degrees Fahrenheit at the point of service.
- b. Food temperatures and the dates and times taken **shall** be recorded daily in a logbook at the time the food leaves the production area.
- c. Food production order records **shall** be maintained to ensure the correct ordering of raw products.
- d. Food items **shall** be displayed and garnished for maximum visual appeal.
- e. Menu items **shall** be prepared only from standardized recipes. A master copy accessible to facility **shall** be kept on file in a printed format. Standardized records **shall** prescribe quantity to be prepared in compliance with established portion control procedures.
- f. Food **shall** be prepared by methods that conserve maximum nutritive value and flavor.
- g. Maintain at all times a clean, neat, and orderly serving area.
- h. Maintain at all times a clean, sanitary, and safe work environment.
- i. A specific cleaning schedule **must** be developed, posted in a conspicuous location, maintained and verified by vendor.
- j. Ensure at all times that employees maintain a high degree of personal cleanliness, hygiene, and proper attire, per Federal and State regulations.
- k. Develop and maintain written policy and procedure statements relative to food production and sanitation, submitting a copy to facility for review and approval.
- l. Provide, at Prospective Contractor's expense, drinking straws and/or paper cups, tray liners, sturdy disposable plastic eating utensils, napkins and other paper products, salt, pepper, sugar, catsup, mustard, mayonnaise, and all other condiments normally served with meals, including alternatives for therapeutic diets. Family-style containers or portion-controlled packaged condiments will be provided upon request. Currently, family-sized containers are provided to dining rooms, while smaller, portion-controlled packaging is used with meals sent to individual rooms.
- m. Prospective Contractor **shall** provide adequate storage for specialty food items, supplements, and regular and emergency food inventories.
- n. Prepare all meals under this agreement at the facility. The Prospective Contractor **shall not** use the facility to provide service to outside facilities.

22. Prospective Contractor **shall** deliver food to residents at appropriate times, temperatures, and portion sizes with an appealing presentation.

23. Prospective Contractor **shall** determine the breakfast, lunch, and dinner menus.

24. Written procedures for transporting food from kitchen to dining room(s) **shall** be developed by Prospective Contractor and approved by facility, following Federal and State regulations.

25. Prospective Contractor employees **shall** handle all plating and serving of food in the confines of the dining room.
26. Meal schedules **shall** be developed and agreed upon, in writing, by facility and Prospective Contractor. Delivery schedules will comply with Federal and State regulations for the length of time allowed between meals. Prospective Contractor will offer two (2) seatings per meal in order to accommodate as many capable residents as possible in the main dining room.
27. A delivery schedule for raw food snack items **shall** be established by the Prospective Contractor and facility. A listing of available raw food snacks **shall** be negotiated by the Prospective Contractor and facility. The listing, in agreed-upon format, **shall** be provided to each department head for the purpose of placing weekly orders. The Home has tried to maintain a “healthy snack” approach regarding specific items on the snack carts and in the nutrition kitchens. But there are still items like ice cream or pudding available, as well as sandwiches and yogurt. Generic items are fine **IF** the residents like them and will eat them. Some of these decisions are made at request of the Resident Council.
28. The food service Prospective Contractor **shall** be responsible for stocking and securing snack food items when “snack carts” are not in use. The nutrition kitchens are kept locked and only opened for residents at their request. Snack items have never run out before the weekend. The current Contractor receives food deliveries on Friday – restocking their supplies. Their employees restock the nutrition kitchens during weekend periods just like the weekday process.
29. Prospective Contractor **shall** provide fresh fruit on snack carts, at a central location on each neighborhood, and in the main dining room on a continuing basis. This fruit should include, at a minimum, apples, bananas, oranges, and seasonal fruits.
30. Prospective Contractor **shall** maintain snack carts – purchased by the Home and serviced by the Prospective Contractor – for snack periods on each neighborhood. Specific times will be set for the use of the carts. (These are expected to be: 10:00 a.m., 2:00 p.m., and 8:00 p.m.) Clinical staff will take possession of the carts at the neighborhoods and offer snacks to residents.
31. Prospective Contractor **shall** ensure meals, trays (appropriate for portion sizes, maintenance of temperature, and integrity of food served), conserves nutritional values, flavor and appearance, and food and beverage containers are adequately identified and assembled so each person receives the appropriate diet at temperatures required by regulation.
32. A formal diet card or tray ticket system, electronic or otherwise, **must** be provided and maintained by the Prospective Contractor in order to keep track of the facility's census and diet orders and to ensure all residents are provided with accurate meal trays at each meal period. Prospective Contractor **must** use Nutrition Manager System once implemented.
33. A program of Quality Assurance **shall** be developed by the Prospective Contractor and approved by the facility. The program **shall** include at a minimum:
  - a. A written quality assurance policy and plan that effectively interfaces with the quality improvement and food service monitoring practices in place at the facility within one (1) month of contract inception.
  - b. All reports **must** be provided to the Facility Administrator.
  - c. Prospective Contractor will allow facility access to quality assurance-related documentation that is developed and maintained to comply with items 3.7.4 and 3.7.5 below.

- d. A quarterly written report of results of qualitative monitoring of meal temperatures, presentation, taste, cleanliness, overall quality and portion compliance **must** be provided to the Facility Administrator and Facility Registered Dietician by the 15th of the month following the end of each quarter.
  - e. Prospective Contractor **shall** maintain operational monitors (e.g. daily temperature log in an approved format) of main kitchen refrigerators, and nutrition kitchen refrigerators, etc. as required by applicable State and Federal standards for food management services.
  - f. Prospective Contractor **shall** participate in the Home Residents' Council meeting as well as the Resident Food Committee meeting each month. The Residents' Council plans the "special meal" each month, and the Resident Food Committee is a forum to provide the food service vendor with concerns, needs, and requests about food service from the residents.
  - g. Twice daily, provision of one (1) breakfast or lunch meal (facility staff member will choose which one each day) and one (1) dinner daily, at Prospective Contractor's expense, for quality monitoring by the facility's staff. Facility **shall** evaluate and provide copies of meal evaluation forms to the Dietary Manager.
34. Prospective Contractor **shall** be responsible for care, safekeeping, and appropriate utilization of all food service goods purchased or delivered for use in facility.
35. Inventories on non-commodity food items **shall** be maintained in a manner like 3.7.3 and should be available to the ASVH-F on request.
36. ASVH-F reserves the right to inspect and verify inventories.
37. A physical inventory of kitchen contents and inspection of the physical plant **shall** be conducted by the Prospective Contractor and ASVH-F on the effective date of the contract and a written report **shall** be prepared. A written report listing all kitchen equipment, utensils, serving items, office equipment, and condition of the physical plant **shall** be taken not less than once each calendar year by the Prospective Contractor and submitted to ASVH-F. Equipment inventories **shall** be updated annually on the anniversary of the contract and submitted to ASVH-F Administrator.
- A. Prospective Contractor **shall** certify that inventory is correct and shall include a shortage listing. The Prospective Contractor **shall** replace items included in the shortage listing.
  - B. Prospective Contractor **shall** certify the condition of the physical plant and shall include a listing of all repairs and/or replacements.
  - C. An inspection of the physical plant and contents **shall** be conducted by the Prospective Contractor and ASVH-F on the last date of operation identified under the Term of Agreement section, a written report **must** be prepared. Prospective Contractor **shall** replace, or repair items as identified in the report.
  - D. Food supplies **shall** be held and stored under proper temperatures and conditions as defined by Federal and State regulations.
38. Prospective Contractor **shall** be responsible to provide and pay for all maintenance promptly, including repairs to and replacement of equipment and/or fixtures for damages other than normal wear and tear. This listing may also include, but is not limited to: floor and floor coverings; wall surfaces; mechanical, electrical, heating, and fixtures; plumbing; food receiving and transportation; preparation and cooking equipment; dish and pot washing fixtures and equipment; disposers; freezers and refrigerators, including compressors and motors; HVAC; duct and water systems, except for preventive maintenance agreements as defined in Attachment G. Prospective Contractor **shall**

maintain grease traps and interceptors in a manner that prevents the flow of grease past the containment system and into main sewer lines. *The intent of this section is to cover "any" repairs that might be needed on any such system that the vendor might come into contact with and might be damaged in some way.*

## 2.2 PROSPECTIVE CONTRACTOR QUALIFICATIONS

1. Prospective Contractor's response **must** indicate the ability to perform the duties contained herein with minimum involvement of facility staff.
2. Prospective Contractors **must** possess the following qualifications in order for their proposals to be considered. Each item listed below must be addressed and documented; evidence or proof that vendor meets the qualifications must be submitted with their bid.
3. A minimum of five (5) years of experience in contract Food Management Services is preferred.
4. Prospective Contractor **must** have managed at least one (1) Food Management Service operation for a health care facility with 100 licensed beds or more for at least three (3) years.
5. Experience in management of Food Services to skilled nursing facilities is desirable.
6. Prospective Contractor **shall** submit five (5) to ten (10) references. Reference sources **shall** include past and current contracts with health care or other facilities.
7. Prospective Contractor **must** possess a Fayetteville City business license and a State of Arkansas Business license from the Secretary of State's office prior to beginning work on this contract.
8. Prospective Contractor's Dietary Manager and Cooks **must** be "Serve Safe" certified.
9. ASVH-F will provide the required food service establishment permit.
10. All applicable original licenses and permits for operations at the facility **shall** be posted as required by regulation(s).
11. Prospective Contractor **shall** pay any and all taxes, permits, or licensing fees required by regulatory entities to perform services under this agreement.
12. Prospective Contractor **shall** comply with all Federal, State, and local regulations regarding food operations in a skilled nursing facility, including but not limited: delivery, handling, dietary, nutrition and sanitary standards.
13. Prospective Contractor **shall** warrant that all policies and procedures of vendor will be acceptable to and in compliance with all Federal, State, and local regulations regarding food operations in a skilled nursing facility.
14. Prospective Contractor and its subcontractors **shall** comply with all terms, conditions, and requirements of Title 42 U.S.C., The Clean Air Act, and Title 33 U.S.C., The Clean Water Act.
15. Prospective Contractor and its subcontractors **shall** comply with all terms, conditions, and requirements of Title 41 U.S.C. The Drug Free Workplace Act.
16. Prospective Contractor **shall** be recognized as an independent contractor and as such is not entitled to any or all benefits or privileges of an employee or officer of the State of Arkansas.
17. Any agreement, written or oral, between the Prospective Contractor and parties other than the facility, where such agreements involve the facility, is prohibited without the express written consent of the Facility Administrator or his/her designee.
18. Any use of the kitchen facilities by Prospective Contractor for purposes other than those pursuant to this agreement is prohibited without the express written consent of ASVH-F.
19. Prospective Contractor **shall not** purchase, store, or dispense any alcoholic beverages, drugs, or other controlled substances on the premises of the ASVH-F.

20. Prospective Contractor **shall** ensure that all information concerning ASVH-F is confidential and access is limited to persons specifically authorized by the individual or a legally qualified representative.
21. The use of subcontractors by the Prospective Contractor is specifically prohibited without prior written approval from the ASVH-F Administrator or his/her designee.
22. ASVH-F **shall** reserve the right, but **shall** have no affirmative obligation, to have a designated representative for ASVH-F review, inspect, and evaluate the operation and condition of the food service facilities at any time with respect to the quantity and quality of food served, the methods of service, food costs, the hours of meal service, and generally with respect to the safety, sanitation, and maintenance of the facilities and equipment, all of which **shall** be maintained at levels satisfactory to ASVH-F. Any discrepancies found **shall** be corrected by the vendor to State or Federal guidelines within twenty-four hours of discovery of the discrepancy.
23. ASVH-F **shall** reserve the right to make reasonable policies, from time to time, with respect to food service-related matters.
24. Prospective Contractor **shall** comply with all current Federal, State, and local health and sanitation regulations, including any which may become effective during the effective period of this agreement.
25. Prospective Contractor **shall** keep on file at the facility, written reports of inspections by Federal, State, and local authorities with internal reviews and notations made of actions taken by Prospective Contractor to comply with recommendations and requirements. All inspection reports, including corrective actions, shall be provided to the Administrator or his designee at ASVH-F upon receipt.
26. Prospective Contractor **shall** submit to all surveys/reviews, e.g. HCQC, VA, JCAHO, Medicaid, HCFA, OSHA, Department of Education, Clark County Health District, etc., during the term of this agreement.
27. Prospective Contractor **shall** be responsible for payment of monetary sanctions levied by regulatory agencies for deficiencies related to the vendor's responsibility as defined herein.
28. The Prospective Contractor and ASVH-F **shall** jointly participate in a walk-through inspection to inventory and record the quantity and condition of dishes, trays, bulk containers, pots, pans, cooking utensils, silverware, linen, food service equipment, fixtures, and the physical plant owned by the State of Arkansas at the commencement and termination of this agreement. A copy of the inspection reports **shall** be provided to both parties.
29. ASVH-F **shall**, at ASVH-F's expense, provide, maintain, repair, and supply the following:
  - a. Outside phone line and telephone
  - b. Computer for use by employees of the vendor
  - c. Fax Machine; and
  - d. Copy Machine
30. Prospective Contractor **shall** be responsible for scheduling and payment of required cleaning of the exhaust hood as needed. The Prospective Contractor's chosen subcontractor must be approved by the Facility Administrator or his/her designee prior to commencement of hood cleaning work.
31. Prospective Contractor **shall** be responsible for scheduling the cleaning of all refuse traps in dishwashing equipment.

32. Prospective Contractor **shall** be responsible for scheduling the cleaning of the cupboards and refrigerator in the small satellite, or nutrition, kitchens.
33. Prospective Contractor **shall** be responsible for scheduling and payment for maintenance of the grease trap and all related equipment. The vendor's chosen subcontractor must be approved by the Facility Administrator or his/her designee prior to commencement of work.
34. Prospective Contractor **must** submit a written request to the Facility Supervisor or his/her designee for repair of equipment prior to work being performed; otherwise, Prospective Contractor **shall** be responsible for payment of repair. In emergency situations, Prospective Contractor **must** notify the facilities maintenance personnel on call and follow up with a written request.
35. Facility is responsible for the repair/replacement of equipment due to normal wear and tear only.
36. Prospective Contractor **shall** be responsible for the repair or replacement of equipment if damage is caused by negligence and/or abuse. If facility and Prospective Contractor do not agree regarding cause of any damage to equipment (wear and tear vs. neglect or abuse), the facility's decision is final.
37. Prospective Contractor **must** submit a written request to the Facility Supervisor or his designee for new or replacement equipment and ordered through approved State methods; otherwise, Prospective Contractor **shall** be responsible for payment.
38. At the termination of this agreement, the Prospective Contractor **shall** relinquish, replenished to initial levels except for normal wear and tear, the inventories and physical plant of facility food services, including but not limited to: dishes, trays, bulk containers, pots, pans, cooking utensils, silverware, linen, food service equipment, and fixtures to the same condition as at the commencement of this agreement.
39. Prospective Contractor **shall** initiate and provide to the facility, at Prospective Contractor's expense, proof of the following for all employees working at the facility:
  - A. Two-step PPD skin test for tuberculosis prior to employment.
  - B. Background checks through the State of Arkansas.
    - i. Background checks **shall** include information from previous employers regarding honesty and treatment of customers.
    - ii. Any history of theft and/or mistreatment of customers **shall** be considered unacceptable for employment under this agreement.
  - C. Fingerprints and payment for background check must be submitted to the State of Arkansas prior to employment and every 5 years thereafter.
  - D. Prospective Contractor **must** provide the facility a copy of the PPD screen on the first day of employment. Prospective Contractor **must** also maintain this information on-site.
  - E. Prospective Contractor's employees **must** attend facility training deemed mandatory by regulation or by the Administrator (e.g. Fire safety, HIPPA, Confidentiality, etc.) as offered by the facility.
  - F. Prospective Contractor **shall** at all times be in compliance with immigration and naturalization laws regarding eligibility of its employees and subcontractors to work in the United States.
40. Prospective Contractor **shall** at all times under this agreement maintain an adequate staff in order to provide high quality food service, administrative support, food purchasing, safe and sanitary kitchen operations, and meal supervision.

41. Prospective Contractor's employees **shall** be subject to a standard of conduct not less than that provided by ASVH-F regulations regarding work-related behavior and use of State facilities.
42. ASVH-F is an Equal Opportunity Employer and complies with all applicable provisions of Federal law governing affirmative action and the American Disabilities Act (ADA). Prospective Contractor **shall** also be required to comply with affirmative action and ADA. The work environment **shall** be readily accessible to all individuals with disabilities.
43. Employees of the Prospective Contractor whose work or conduct is not consistent with the Arkansas Department of Veterans Services' Prohibition and Penalties may, on written notification by ASVH-F, receive progressive discipline or be removed from any work assignment in connection therewith, and, when necessary, **shall** be replaced by the Prospective Contractor with another employee who is satisfactory.
44. Prospective Contractor **shall** indemnify ASVH-F against any and all liability and hold it harmless from any and all losses arising out of ASVH-F's exercise of its right hereunder to request and obtain removal of any such vendor's employee.
45. Prospective Contractor's employees **shall** be subject to the State of Arkansas's policy to provide a safe, secure, productive work environment free of any form of sexual harassment. Prospective Contractor's employees and workplace **shall** be free from alcohol, illegal drugs, and other controlled substances.
46. Prospective Contractor **shall** be responsible for all costs associated with Prospective Contractor's staff including, but not limited: pre-employment screenings, salaries, wages, withholding, and employee benefits payable to or on behalf of vendor's employees. All employees **shall** be employed by the Prospective Contractor in its own name, and the Prospective Contractor **shall** hold ASVH-F harmless from any and all claims, demands, or liability on account of such employment by the Prospective Contractor.
47. Prospective Contractor's on-site management **shall** meet the following requirements:
  - a. Manager **shall** hold a college degree representing four (4) years of work in a food-related field from an accredited institution or shall have a minimum of three (3) years of experience in food service management, or an equivalent combination of education and experience, and **shall** be "Serve Safe Certified".
  - b. Prospective Contractor's manager may be a Registered Dietitian.
  - c. Key management personnel resumés **shall** be provided to the facility.
  - d. An orientation meeting **shall** be held by the Prospective Contractor with all non-management employees during the first week of this agreement.
48. All Prospective Contractor staff **shall** be instructed by Prospective Contractor's management regarding the importance of texture modified diets to prevent aspiration/choking of residents.
49. All Prospective Contractor staff **shall** be instructed by Prospective Contractor's management regarding documentation maintained for monthly in-service training to ensure that the following policies and procedures are followed:
  - A. Food preparation methods and timing and documentation
  - B. Portion control
  - C. Dress (uniform)
  - D. Cleaning and sanitary procedures, documentation of dishwashing and temperatures

- E. Responsibilities and duties
  - F. Energy conservation
  - G. Safe operation and maintenance of equipment
  - H. Disaster plan for each facility site
  - I. Required food temperatures
  - J. Emergency menu substitutions to maintain meal schedules, in the event of, or equipment failure
  - K. Implementation of Performance Improvement Plan
  - L. Employees **shall** be polite and diplomatic in enforcing vendor's and new State Veteran's Home policies
  - M. Employees **shall** be instructed in and shall practice proper hygiene.
50. In accordance with regulatory agency requirements, staff **shall** receive monthly in-service training. Evidence of training **shall** be maintained by the Prospective Contractor. Prospective Contractor may increase training at its own discretion.
51. Monthly in-service training **shall** include but is not limited to:
- a. Quality Assurance
  - b. Safe food handling techniques
  - c. Interpersonal communication skills
  - d. Safety, sanitation, and hygiene
  - e. Recipe controls - product and portion control
  - f. Equipment cleaning and maintenance
  - g. Food storage
52. Prospective Contractor **shall** provide new employee orientation prior to the first day of work. A specific orientation schedule **shall** be developed, maintained, and verified by the vendor.
53. Prospective Contractor **shall** be familiar with and meet all applicable occupational safety and health standards adopted by the State of Arkansas and Occupational Safety and Health Administration (OSHA). In addition, the Prospective Contractor **shall** be responsible for initiating, maintaining, and supervising all safety precautions to prevent damage, injury or loss to:
- A. All employees on the job and all other persons who may be affected thereby
  - B. All job-related materials and equipment to be incorporated therein, whether or not in storage on or off the site.
54. Prospective Contractor **shall** maintain on-site Material Safety Data Sheets (MSDS), as defined and prescribed in 29 CFR Section 1910.1200, for all hazardous substances purchased by Prospective Contractor.
55. Prospective Contractor **shall** inform employees of any hazards to which they may be exposed using, handling, transporting, or disposing of hazardous substances, and **shall** obtain medical treatment for those who may be affected by the substance.
56. Prospective Contractor **shall** immediately report all spills of hazardous substances to facility. ASVH-F has housekeeping staff that have responsibility for bio- hazard clean-up. If more than a simple clean-up, emergency procedures are hazard clean-up. If more than a simple clean-up, emergency procedures are in place for such situations.
57. The Prospective Contractor **shall** operate food services at the facility as described herein and as indicated below.

58. Prospective Contractor **shall** not remove or permit the removal from the premises of any fixtures and equipment owned by ASVH-F.
59. Upon termination of this agreement, the Prospective Contractor **shall** surrender property in the same condition as when it was received, ordinary wear and tear and acts of God excepted. The ASVH-F reserves the right to withhold payment of Prospective Contractor's final payment until all property is returned to the condition as when received.
60. Prospective Contractor **must** comply with all applicable ordinances, laws, rules and regulations of the county, city, State, and Federal governments, and any political subdivision or agency, authority, or commission thereof which may have jurisdiction to pass laws, ordinances, or make and enforce rules or regulations with respect to the operations of the food service program including, but without limitation, the generality of the foregoing, such rules and regulations of ASVH-F as are consistent with the rights herein granted the Prospective Contractor.
61. Prospective Contractor **shall** remove all refuse and trash from all food service areas at least daily.
62. Prospective Contractor **shall** operate all food service facilities on vendor's own credit and **shall** hold harmless ASVH-F from any and all claims, demands, or liabilities on account thereof. ASVH-F **shall not** be responsible for any debts incurred by the Prospective Contractor in the performance of this agreement.
63. Prospective Contractor **shall** provide, at Prospective Contractor's expense, the following items relating to this agreement:
  - A. All food and beverage costs, as well as dairy replacement
  - B. All laundry service costs. This applies to kitchen staff laundry like uniforms. Towels, tablecloths, napkins, mops, and kitchen rags, etc., are handled by the Homes' laundry service.
  - C. All taxes, fees, or fines as a result of sanctions imposed by the local, State or Federal government with respect to its operation of the food service program at ASVH-F.
  - D. Routine cleaning of food receiving, storage/preparation, and service areas, including areas around loading docks and dumpsters, grease traps, and interceptors, with Prospective Contractor maintaining clean, dry floors in the food preparation and service areas, providing daily cleaning of floors, or more often if judged by ASVH-F to be needed.
  - E. All janitorial and kitchen supplies related to assigned areas under this agreement.
  - F. All licenses, fees, and insurance premiums necessary for the performance of this agreement.
  - G. Disposal of all garbage, including disposal of fats a minimum of three (3) times per week. ASVH-F maintains a contract with trash services, a trash service vendor **shall not** be responsible for that service.
  - H. Prospective Contractor **shall** develop a disaster plan that interfaces with each consumer agency's disaster plan to address interim food production in the event of more than a temporary disruption in utility services or receipt of supplies. Prospective Contractor may request a copy of the ASVH-F's Disaster Plan to aid in preparing their own plan. Emergency food maintained onsite and labeled as required by state and federal regulations.
64. The Prospective Contractor **shall** prepare and distribute three (3) meals (breakfast, lunch, and dinner) per day each day of the year, maintain a supply of nutritional snacks in the nutrition kitchens for residents as needed and provide nutritional snacks for resident activities. The number of meals in the IFB is estimated based on current and projected

information available at the time the IFB was developed. However, fluctuations in funding, census, program evaluation, and other factors affect the actual number of meals served. There is no way to guarantee the estimated number of meals in the IFB will not increase or decrease during the term of the contract. ASVH-F has been over 160 residents for the last 4 years at least. If the awarded Prospective Contractor needs to set a threshold for re-negotiation, that could be done at contract negotiation when the Prospective Contractor is chosen.

65. All specifications listed in this scope of work **must** meet standards set forth in this scope and/or Federal and State regulations for Skilled Nursing Facilities, whichever is higher. Bids **must** include a guaranteed sliding scale meal rate based on resident census, as well as the percentage markup of raw foods and snacks.
66. Prospective Contractor **shall not** have any clinical responsibilities.
67. The maximum number of resident meals is 193,815 (177 residents x 3 meals x 365 days).
  - a. Maximum meals served using trays and transporting in carts to serving area in memory impaired unit is 64,605 (60 residents x 3 meals x 365 days).
  - b. Maximum meals served using steam tables in dining rooms is 129,210 meals (118 residents x 3 meals x 365 days).
  - c. Current census is 165 residents or 180,675 meals annually.
  - d. Projected operating census is 172 residents or 188,340 meals annually.
  - e. Bids may include a separate billing methodology for raw food costs of nutritional snacks maintained in the nutrition kitchens and for activities.
68. Service excellence through programs of standardized preparation, serving, and cleaning **must** be maintained. The following minimum standards **shall** apply:
  - A. All food **shall** be garnished, if practical.
  - B. The quantity and quality of the food **must** be similar for each resident (including modified texture meals e.g. mechanical soft, ground, pureed, etc.). In addition, the nutrition kitchen in each unit **must** be well-stocked for hungry residents.
  - C. All hot foods **must** reach the participants hot (>140°F), and all cold foods **must** reach the participants cold (<40°F).
  - D. The same level of quality ingredients **must** be maintained throughout the vendor's operation.
  - E. Housekeeping and sanitation programs **shall** meet and be maintained within the highest standards of cleanliness.
69. All food and supplies purchased **shall** be in conformance with any minimum standards of Federal and State specifications not otherwise stated herein.
70. ASVH-F **shall** periodically, or as deemed necessary, inspect the Prospective Contractor's inventory of food and supplies to determine if the following food standards are being maintained:
  - a. Meat: Beef, USDA inspected, select or choice grade. 15%-18% maximum fat content in ground beef products. Only beef patties may contain limited amounts of vegetable protein (soy flour).
  - b. Veal and Lamb: USDA inspected, choice.
  - c. Pork and Poultry: USDA inspected, Grade A.

- d. Eggs and Dairy Products: USDA, Grade A, pasteurized. Milk alternatives will contain protein, calcium, Vitamin D comparable to cow's milk (i.e. soy milk).
  - e. Frozen Foods: USDA, Grade A.
  - f. Fresh Produce: US number 1 quality.
  - g. Canned Foods: fancy and choice quality canned food. No home-canned vegetables, meats, or fish. Fruit to be juice pack or light syrup.
  - h. Mayonnaise: regular, light, or low fat.
  - i. Salad dressing: regular, low-fat, and low-calorie variety. A variety of options will be made available for the residents to select from.
71. Prospective Contractor **shall** maintain rigid procurement procedures throughout the entire process of purchasing, receiving, storage, and inventory of all foods and direct supplies related to food production, service, and management applicable to this agreement.

## SECTION 3 – SOLICITATION TERMS AND CONDITIONS

### 3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).
  - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
  - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
  - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
    - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
  - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

### 3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting [ark.org/vendor/index](http://ark.org/vendor/index) and clicking the *Start Here* button.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
  - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
  - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
  - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
  - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.

3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- E. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- F. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract knowingly employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- G. This IFB incorporates all terms of the *Services Contract*.
  1. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- H. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
  1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

### 3.3. MINORITY AND WOMEN-OWNED BUSINESS

- 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 91<sup>st</sup> 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*.

### 3.4. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.