



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

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-21-0008	Solicitation Issued:	September 29, 2020
Description:	Fresh Bread and Related Products		
Agency:	Statewide		

SUBMISSION DEADLINE			
Bid Opening Date:	November 5, 2020	Bid Opening Time:	2:00 p.m., Central Time
Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

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

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Wendy Gossett	Buyer's Direct Phone Number:	501-371-6070
Email Address:	Wendy.gossett@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	https://www.arkansas.gov/tss/procurement/bids/index.php#new_tab		

SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of State Agencies and Political Subdivisions (hereinafter “Purchasing Entities”) to obtain pricing and a contract for the purchase and delivery of Fresh Bread and related products.

The State is strictly providing estimated quantities in this IFB and on the *Official Solicitation Price Sheet* as a courtesy to Prospective Contractors. 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 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/87101863359?pwd=QTZWUVE2MU1NQzBTMEliT2I1T0hoZz09>

Meeting ID: 871 0186 3359

Meeting Password: 729858

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 12, 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 October 16, 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. The terms “Invitation For Bid”, “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.
- C. “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.
- D. “Business Day” means a day occurring Monday through Friday excluding State Holidays. A current listing of State Holidays can be found on the Arkansas Secretary of State’s website at <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.
- E. “Contractor” means a person who sells or contracts to sell commodities and/or services.
- F. “Contract Administrator” means the person designated by the State of Arkansas, located in the Office of State Procurement, to manage the contract after award, ensure compliance with terms and conditions and Arkansas Law, evaluate and document a contract’s performance, and other contract administrative duties.
- G. “FOB Destination” is a shipping term meaning shipping charges are prepaid by the Contractor and the Contractor is solely responsible for all damage and loss that occurs to the shipment prior to the shipment being received by the Purchasing Entity.
- H. “Inside Delivery” means delivery to a building with or without an accessible dock where the product ordered is brought into the building by the delivery driver to certain rooms or areas.
- I. “Political Subdivision” means an Agency, authority, board, branch, bureau, commission, council, department, institution, office, school district, or other entity and/or governmental body of any county, municipality, city, or town falling under the umbrella of the State of Arkansas and authorized by the laws of the State of Arkansas to participate in a State Contract or as otherwise determined authorized by the State of Arkansas.
- J. “Prospective Contractor” means a person who submits a bid in response to this solicitation.
- K. “Requirement” means a specification that a Contractor’s product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- L. “Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- M. “State” means the State of Arkansas. When the term “State” is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Agency using such a contract.
- N. “State Agency or Agencies” includes any State of Arkansas institution, authority, department, board, commission, bureau, council, office, or other entity supported by the appropriation of State and/or Federal funds, including State supported institutions of higher education, the constitutional departments of the State of Arkansas, the General Assembly, including the Legislative Council, the Legislative Joint Auditing Committee and supporting agencies and bureaus thereof, the Arkansas

Supreme Court, the Court of Appeals, circuit courts, prosecuting attorneys, and the Administrative Office of the Courts or any other entity and/or governmental body authorized by the State of Arkansas to participate in a State Contract or as otherwise determined by the State of Arkansas.

1.5 BACKGROUND AND CURRENT ENVIRONMENT

A. State Agencies have spent approximately \$1,604,437.00 dollars and purchased approximately 792,898 units of Fresh Bread and related products over the last seven (7) years as detailed in the breakdown below. The breakdown does not include purchases made by Political Subdivisions.

1. Bread, Wheat Sandwich, 22 Slice, 20 oz	15,568
2. Bread, 100% Whole Grain, 20 oz	51,824
3. Bread, Whole Grain White, 20 oz	259,112
4. Bread, White Sandwich, 20oz	44,276
5. Bread, 24 sheet Sandwich Unsliced	4,178
6. Bread, Texas Toast, 24 oz	33,974
7. Bread, Raisin loaf, Sliced, 16 oz	6,804
8. Bread, Rye, Sliced, 16 oz	1,980
9. Bread, Honey Wheat, sliced 20 oz	355
10. Bread, Italian, sliced 20 oz	355
11. Bread, Potato, sliced 20 oz	355
12. Bread, Artisan Style, sliced 20 oz	355
13. Bun, Deli Style, Whole Grain White, 6 pack	3,383
14. Bun, White Hot Dog, 6", 8 pack	91,282
15. Bun, Hamburger, 8 pack	92,844
16. Bun, Hamburger, 23 oz, 12 pack	76,511
17. Bun, Hamburger, Whole Grain, White 12 pack	21,681
18. Bun, Deli Style, White, 16 oz, 6 pack	13,427
19. Bun, Hawaiian Slider rolls, 8 pack,	1,138
20. Bun, White Slider rolls, 24 pack	1,138
21. Buns, Hoagie, White, 7", 6 pack	3094
22. Roll, Dinner Style, Ready to Serve, 12 count	28,475

23. Roll, Dinner Style, Ready to Serve, 24 count	28,475
24. Muffins, English, Plain, sliced, 24 oz., 6 pack	4,004
25. Cake, Assorted Flavors, single served, 36/48 in a case	5,407
26. Tortilla, Wheat, Pre-Baked, 8", 12 pack	1,400
27. Tortilla, White, Pre-Baked, 8", 12 pack	1,400

- B. Although the State of Arkansas has attempted to provide an accurate reflection of existing conditions, the State is providing estimates strictly as a courtesy to Prospective Contractors. The Prospective Contractor **shall not** interpret the existing conditions and estimates provided in this IFB or on the *Official Solicitation Price Sheet* to be a guarantee of actual contract volume or conditions existing during the terms of a contract resulting from this IFB.
- C. State Agencies who have historically utilized the previous State contract for Fresh Bread and related products includes but is not limited to:
 - 1. Arkansas Division of Corrections
 - 2. Arkansas State Police
 - 3. Arkansas Department of Human Services, Human Development Centers
 - 4. Arkansas School for the Blind
 - 5. Arkansas School for the Deaf
 - 6. Arkansas Law Enforcement Training Academy

1.6 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. The Prospective Contractor **shall** have experience providing Fresh Bread and related products to clients similar in size and scope as is specified in this IFB such as to schools or health care facilities.
- B. At the time of bid submission, the Prospective Contractor **shall** have in place all facilities, staff, and other operations necessary for serving the needs of the State as specified in this IFB.
- C. The State reserves the right to make whatever investigation is necessary to determine whether the apparent successful Prospective Contractor meets the minimum Requirements in this IFB.
 - 1. If the apparent successful Prospective Contractor is determined by the State not to meet the Requirements of this IFB, the Prospective Contractor's bid may be rejected.
 - 2. The State reserves the right to continue this process until a responsive Prospective Contractor has been determined.
 - 3. Upon request from OSP and for the purpose of investigation, the apparent successful Prospective Contractor **shall** provide clarification, information, and/or documentation pertaining to the apparent successful Prospective Contractor's experience, ability, and qualifications to meet the Requirements described in the IFB prior to contract award.
 - 4. Should the apparent successful Prospective Contractors fail to provide the clarification, information, and documentation requested within the timeframe specified by OSP, the Prospective Contractor's bid may be rejected.

1.7 GENERAL REQUIREMENTS

- A. Contractor **shall** provide products that conform to the minimum Requirements of Federal and State regulations including but not limited to:
 - 1. Weights and Measures
 - 2. Packaging
 - 3. Product Safety
 - 4. Shelf Life
 - 5. Food Safety Guidelines
 - 6. Proper Identification of Allergens
- B. Contractor **shall** provide only fresh (not frozen) and unspoiled Fresh Bread and related products.
- C. The Contractor **shall** bill the Purchasing Entities using the contract prices in effect at the time the Purchase Order is issued, not the date the shipment is made.
- D. The Contractor **shall** submit manufacturer's specification sheets on products within seventy-two (72) hours of request from OSP.
 - 1. When requested, manufacturer's specification sheets **must** include, but are not limited to include the following information:
 - a. Nutritional Information
 - b. Serving Size
 - c. Ingredients
 - d. Allergan Information
- E. The Contractor **shall** deliver to Purchasing Entities throughout the State of Arkansas.
 - 1. As necessary, the Contractor **shall** utilize a delivery vehicle with a lift gate to service those Purchasing Entities without a loading dock.
 - 2. Delivery vehicle **must not** exceed forty (40') feet unless otherwise approved by the Purchasing Entity. (See *Delivery: FOB Destination*.)
- F. The State prefers the Contractor provide route delivery options to the Purchasing Entity. If offered, the Contractor **shall** communicate directly with the Purchasing Entity as needed to set up route delivery.

1.8 FRESH BREAD AND RELATED PRODUCTS REQUIREMENTS

- A. Fresh Bread and related products **must** be ready to serve, straight from the package with no cooking or toasting required.
- B. Fresh Bread and related products **must** originate from facilities inspected and approved by the Food and Drug Administration (FDA).

- C. Fresh Bread and related products **must** include mold inhibitors in levels not exceeding those allowed by the Federal Food, Drug, and Cosmetic Act.
- D. Whole Grain items **must** meet the National School Lunch Program (NSLP) guidelines. Prospective Contractors may view the NSLP guidelines by selecting the following link:
<https://www.fns.usda.gov/nslp>.
- E. Contractor **shall** place child nutrition labels on Fresh Bread and related products delivered to childcare facilities and/or schools.

1.9 PACKAGING AND HANDLING REQUIREMENTS

- A. All packaging and packing **must** be in accordance with good commercial practice and industry standards.
- B. Labeling **must** be in compliance with the Federal Food, Drug, and Cosmetic Act and the regulations promulgated thereunder.
- C. Master containers **must** be marked with accurate date codes concerning expiration dates and/or pack dates.
- D. Products delivered **must** have a shelf life that provides proper Purchasing Entity utilization or consumption within the timeframe designated by the Purchasing Entity at time of order.
 - 1. The State will reject orders having an expiration date inconsistent with Purchasing Entity's Requirements designated at the time of order.
- E. Contractor **shall** provide products packaged in new, sanitary, and undamaged packaging and products **must not** be expired, salvaged, distressed, or spoiled in any manner.
- F. Contractor **shall** issue a credit to the Purchasing Entity for rejected products within a reasonable timeframe as mutually agreed upon between the Contractor and the Purchasing Entity, not to exceed thirty (30) calendar days.
- G. The State reserves the right to refuse all damaged and/or all salvaged product including but not limited to, product that is torn, crushed, or otherwise exposed to adverse weather elements.
 - 1. Contractor **shall** replace all product delivered in less than a first-class condition at no additional expense to the Purchasing Entity.
 - 2. Damaged goods **must** be picked up by the Contractor within seven (7) Business Days after notification from Purchasing Entity.

1.10 RECALL PROGRAM AND PROCEDURES PLAN

- A. At time of bid submission, Contractor **shall** have a recall program and procedures plan in place and **shall** submit a copy as requested by OSP throughout the contract term(s).
 - 1. Contractor's recall program and procedures plan **must** identify, track, and locate recalled products delivered to the Purchasing Entity within a twenty-four (24) hour timeframe after notification of a recall. Failure to notify OSP within a twenty-four (24) hour timeframe of recalled product may result in Contract cancellation. (See *Cancellation*).
- B. Contractor **shall** notify OSP and Purchasing Entities via email regarding all recalls of contracted products immediately upon Contractor's knowledge of the recall(s).

- C. Contractor **shall** perform a mock recall procedure once per contract year. If requested by OSP, the Contractor **shall** email the results and a written summary to OSP-Food@dfa.arkansas.gov.

1.11 ACT 617 COMPLAINT PRODUCTS

- A. Act 617 was enacted by the General Assembly of the State of Arkansas to facilitate a Local Food, Farm, and Jobs Act.
1. The objective of Act 617 is for State agencies to support local farms and for each Purchasing Entity to make it a goal to spend twenty percent (20%) of their budget on Local Farm or Food Products.
- B. Contractor **shall** indicate on the *Official Solicitation Price Sheet*, all ACT 617 compliant products offered.

1.12 MINIMUM ORDER REQUIREMENTS

- A. The Contractor **shall not** place any restrictions or requirements on the quantities that can be ordered, delivered, or on the ordering frequency.
- B. Orders placed against this contract **must** be in the form of a written Purchase Order and will be on an as needed basis by each Purchasing Entity.
- C. The Contractor **shall not** accept walk in or verbal orders. The Purchase Order **must** be in the Contractor's possession prior to shipment.

1.13 DELIVERY: FOB DESTINATION

- A. The Contractor **shall** provide delivery to Purchasing Entities located within the State of Arkansas.
- B. The Contractor **shall** provide FOB Destination shipping. Each Purchasing Entity will provide delivery requirements, location(s), and limitations (if any) upon Purchase Order issuance. Contractor **shall** comply with the delivery timeframes, schedules, and other Requirements as requested by the Purchasing Entity.
1. Purchasing Entities may have delivery limitations in place such as specified dock hours and/or delivery hours. The Contractor **shall** coordinate delivery with the Purchasing Entity and **shall** provide delivery to Purchasing Entities in accordance with the Purchasing Entities instructions and delivery limitations and this IFB.
- C. The Contractor **shall** make delivery to the Purchasing Entity's location within seven (7) Business Days after receipt of the purchase order unless a route delivery is set up in advance or an extended delivery timeframe is requested or approved by the Purchasing Entity.
1. If the seven (7) Business Day delivery timeframe cannot be met, the Prospective Contractor **must** state the alternate number of days required to begin the service and/or place the commodity in the ordering Purchasing Entities designated location. (See *Official Solicitation Price Sheet*.) Failure to state the alternate delivery time obligates the Contractor to complete delivery by the Purchasing Entity's requested date. Extended delivery dates may be considered when in the best interest of the State.
- D. All deliveries **must** be made during Normal State Work Hours as specified by the Purchasing Entity and within the agreed upon number of days unless otherwise arranged and coordinated with the Purchasing Entity. The Contractor **shall** give the Purchasing Entity 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 Purchasing Entity, is the Contractor's sole responsibility. All orders **must** be properly packaged to prevent damage during shipping.

1.14 PRODUCT SUBSTITUTIONS

- A. The Contractor **shall not** substitute or permanently replace an item on the contract unless prior notice is submitted and approved by OSP.
- B. The Contractor **shall** submit a permanent substitution request to OSP, using the Attachment A: *Substitution Request Form* for each type of Fresh Bread or related product for which the Contractor is requesting substitution.
 - 1. Substitutions **must** be submitted for approval on Attachment A: *Substitution Request Form* and emailed to OSP-Food@dfa.arkansas.gov.
 - 2. Products **must not** be substituted until reviewed and approved by OSP.
 - 3. Substitutions **must** be intended for the duration of the contract and affect Fresh Bread and related products ordered after the effective date.
 - 4. Approved substitutions will become effective on the first Business Day of the month following approval.
 - 5. Contractor's requested substitutions **must** provide same or similar nutritional values and flavor profiles.
- C. Contractor **shall** attach a copy of the manufacturer's product specifications sheet or other informative document as approved by OSP for the original product and for the substitution product(s) and include with Attachment A: *Substitution Request Form*.
- D. Contractor **shall** provide the substitution at the same or lower cost as the product being substituted.
- E. Contractor **shall** provide the Purchasing Entity the opportunity to accept and/or reject the substitution of any product listed on the original Purchase Order(s).
 - 1. The Purchasing Entity will notify the Contractor to pick up any substituted product(s) should they find the substituted product(s) unacceptable.
 - 2. The Purchasing Entity reserves the right to cancel the original Purchase Order(s) if substituted product(s) is unacceptable.

1.15 PRODUCT CANCELLATIONS

- A. In the event a contracted Fresh Bread item or related product ceases to be produced or is otherwise no longer available to the Contractor and there are currently no other products that can be used for substitution, either due to nutritional values or flavor profiles, the Contractor **shall**:
 - 1. Notify the OSP Contract Administrator, via email at OSP-Food@dfa.arkansas.gov or other email as provided by OSP, prior to depletion of Contractor's inventory or as soon as the Contractor is aware of the production ceasing for the product.
 - 2. Complete Attachment B: *Product Cancellation Form* for each cancellation and submit via email to OSP-Food@dfa.arkansas.gov.

1.16 KEY PERSONNEL AND CUSTOMER SERVICE

- A. At Contract award, Contractor **shall** provide contact information for a representative who will be the State's single point of contact.
- B. The Contractor's representative **shall** provide customer service and ordering support via phone and via email from 8:00 a.m. to 5:00 p.m., Central Time, Monday through Friday, excluding State Holidays.
 - 1. In all instances, the Contractor **shall** respond to and make every reasonable effort to resolve all customer service and support phone calls and emails within one (1) Business Day of contact by the State.
- C. At any time during the term(s) of a contract resulting from this IFB, the Contractor **shall** replace the Contractor's representative, if requested by OSP.
 - 1. The Contractor **shall** replace the representative within ten (10) Business Days of receipt of replacement request from OSP.
 - 2. The Contractor **shall** perform the necessary replacement procedures without disruption to daily operations as they pertain to the Requirements of this IFB.
- D. The Contractor **shall** provide accurate billing and **shall** provide manual and electronic invoicing options, as requested by the Participating Entity.

1.17 CONTRACT ADMINISTRATION

- A. The State will provide a point of contact through OSP to be the Contract Administrator.
- B. The Contract Administrator may schedule periodic contract review meetings to review Contractor performance, item and pricing changes, and annual reports.
- C. The Contractor's representative **shall** attend the contract review meetings either in person or via teleconference as required by OSP at no cost to the State.

1.18 ANNUAL REPORTS

- A. By the last Business Day of each January, the Contractor **shall** submit a report annually for data from the previous calendar year (January-December).
 - 1. The annual report **must** include all purchases made on the contract including but not limited to purchases made by State Agencies and Political Subdivisions.
- B. The annual report **must** include the following information about each of the items ordered for the prior year:
 - 1. Item Number
 - 2. Item Description
 - 3. Product Category
 - 4. Sales price
 - 5. Total quantity purchased
 - 6. Gross Sales
 - 7. Name of Purchasing Entity
- C. Unless otherwise requested and/or approved by OSP, all reports **must** be submitted in a spreadsheet file via email to the Contract Administrator to OSP-Food@dfa.arkansas.gov.

D. All prices and sales amounts **must** be submitted in U.S. dollars and cents.

1.19 ACCEPTANCE STANDARDS

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

1.20 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

<i>Service Criteria</i>	<i>Acceptable Performance</i>	<i>Damages for Insufficient Performance</i>
Quality	Contractor provides only fresh (not frozen) and unspoiled Fresh Bread and related products.	20% credit on the invoice for all instances whereby the Contractor fails to provide fresh and unfrozen products.
	Products delivered have a shelf life that allows Purchasing Entity to consume within the timeframe designated by the Purchasing Entity at time of order.	20% credit on the invoice for all instances whereby the Contractor fails to provide products having a shelf life that provides for utilization within the timeframe stated by the Purchasing Entity at the time of order.
	Contractor provides products packaged in new, sanitary, and undamaged packaging and products are not expired, salvaged, distressed, or spoiled in any manner.	20% credit on the invoice for all instances whereby the Contractor fails to provide products packaged in new, sanitary, and undamaged packaging or whereby the Contractor provides products which are expired, salvaged, distressed, or spoiled in any manner.
Recall Program and Procedures Plan	Contractor notifies OSP and Purchasing Entities within twenty-four (24) hours of a recall.	Contractor applies a credit of \$200 to the State's account for each instance whereby the Contractor fails to notify OSP and Purchasing Entities of a product recall within twenty-four (24) hours. Contractor applies an additional \$50 per hour for each hour after 24 hours whereby Contractor fails to notify OSP and Purchasing Entity of a recall.
Delivery of Product	Contractor delivers product to the Purchasing Entity within seven (7) Business Days after receipt of Purchase Order unless an alternate delivery timeframe has been approved by the ordering Purchasing Entity.	<p>10% percent credit on the invoice for each failure to deliver product to the Purchasing Entity within 7 Business Days of receipt of the Purchase Order (unless an alternate delivery date has been approved by the ordering Purchasing Entity, in which case damages will apply to the alternate delivery date) plus an additional \$50 per day for each day after 7 Business Days whereby the product is not delivered to the Purchasing Entity.</p> <p>Repeated issues of delays in delivering product may result in Contract cancellation.</p>

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 January 1, 2021, 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.
- B. Prospective Contractor(s) **shall** bid on all items on the *Official Solicitation Price Sheet*. Should a Prospective Contractor fail to price an item listed on the Official Solicitation Price Sheet, the Prospective Contractor's bid submission may be rejected.

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. Pricing submitted on the Official Solicitation Price Sheet **must** remain effective through the initial term of the resulting contract anticipated to begin on January 1, 2021.
- B. 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*.
- C. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- D. The Official Solicitation Price Sheet contains three (3) tables for the purposes described below.
 - 1. Table A: Fresh Bread and Related Products
 - a. In the green shaded cells, the Prospective Contractor **shall** enter the Universal Product Code (UPC) Number.
 - b. In the blue shaded cells under the Brand Column, the Prospective Contractor **shall** enter the brand name for the item being bid.
 - c. In the purple shaded cells under the Unit Price column, the Prospective Contractor **shall** provide a Unit Price for each product listed.
 - d. 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.
 - e. The Prospective Contractor **shall** provide pricing for all items in Table A which **must** include all costs including but not limited to F.O.B Destination shipping and Inside Delivery. 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.
 - f. In the gray shaded cells under the Act 617 column, the Prospective Contractor **shall** indicate (yes or no) as to whether the items are compliant with ACT 617. (See *Act 617 Compliant Products*.)
 - g. 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 seven (7) Business Days delivery timeframe cannot be met. (See *Delivery: FOB Destination*.)

b. Table B will not be used to determine lowest cost.

3. In Table C: Additional Products

- a. The Prospective Contractor may list additional products and associated pricing for additional products the Prospective Contractor would like to offer Purchasing Entities under the resulting contract.
- b. If offering additional products, then in the Description column, the Contractor **shall** include relevant information (product name/type, unit of measure, pack size, etc.) that will allow the State to determine value.
- c. Table C will not be used to determine lowest cost.
- d. Prospective Contractor may add as many lines as needed to list the products the Prospective Contractor intends to offer the State.

E. 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:
<https://www.dfa.arkansas.gov/procurement/procurement-forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Standard Commodities Contract Template, Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State. The Standard Contract can be viewed on the OSP website here:
<https://www.dfa.arkansas.gov/procurement/procurement-forms-and-reporting/>.

2.9 CONVENIENCE FEE

A. Convenience Fee

Contractor **shall** remit a convenience fee in the amount of one percent (1%) of all Contract Sales made to State, State Departments, and to local entities as defined in Arkansas Code Annotated § 19-11-206 (i.e. local governments, cities, counties, school districts, water districts, and other participants, collectively "State"). The convenience fee is based on Contractor invoice date and is effective upon the date of execution of a contract. Contract Sales is defined as gross sale amounts less credits, taxes, regulatory fees and separately stated shipping charges not included in the unit prices. The State, at its sole discretion, may expand the applicability of this fee after providing notice to Contractors.

Contracts **shall not** have separate or different prices for State Agency customers and local entities as defined in Arkansas Code Annotated § 19-11-206 participants.

B. Quarterly Reporting and Fee Remittance

Contractor **shall** submit a Sales Report documenting all contract sales, made to State and such submission, including any supplemental information submitted, is deemed public record.

The Sales Report **shall** be submitted, and the related convenience fee **shall** be remitted no later than thirty (30) calendar days after the end of each calendar quarter. The calendar quarters will end March 31, June 30, September 30, and December 31. The Sales Report **must** contain the following information:

1. Complete and accurate details of all sales, credits, returns, refunds, and the like for the reporting quarter.
2. Purchasing entity.
3. Total of Convenience Fee amount due.
4. Such other information as the State may reasonably request.
5. If no Sales were made to State during the reporting quarter, then a report **shall** be submitted showing zero sales and zero convenience fees due.

C. Payment of Convenience Fee

The Contractor **shall** timely remit Convenience Fee via Automated Clearing House (ACH) transactions, unless otherwise directed by State, to the bank account directed by the State. Failure to remit convenience fees timely and accurately in accordance with State requirements may result in Contractor's goods and services being made ineligible for purchase by State or any other recourse available, including contract cancellation, or as further provided for by law.

D. Retention and Inspection of Records

The Contractor **shall** keep records of Sales to State in sufficient detail to enable the State to determine the Convenience Fee payable by the Contractor. State may examine and audit, at its own expense, Contractor's sales records and Sales Reports for completeness and accuracy. In the event that such examination reveals underpayment of the Convenience Fee, the Contractor **shall** immediately pay to the State the amount of deficiency. If the examination reveals an underpayment of 5% or more, then the Contractor **shall** reimburse the State for the cost of the audit.