



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

INVITATION FOR BID
BID SOLICITATION DOCUMENT

| SOLICITATION INFORMATION | | | |
|--------------------------|----------------------------------|----------------------|--------------|
| Bid Number: | SP-20-0108 | Solicitation Issued: | May 20, 2020 |
| Description: | Fresh Ground Beef | | |
| Agency: | Arkansas Division of Corrections | | |

| SUBMISSION DEADLINE | | | |
|---|--------------|-------------------|-------------------------|
| Bid Opening Date: | June 3, 2020 | Bid Opening Time: | 2:00 p.m., Central Time |
| Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings. | | | |

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

| OFFICE OF STATE PROCUREMENT CONTACT INFORMATION | | | |
|---|---|------------------------------|--------------|
| OSP Buyer: | 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: | http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx | | |

SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Division of Corrections (ADC) to obtain pricing and a contract for Fresh Ground Beef.

Every two weeks, ADC anticipates placing an order of 40,000 to 42,300 pounds (approximately 4,000 to 4,230 ten-pound (10 lb.) packages) of Fresh Ground Beef for a total of approximately 1,099,800 total pounds of Fresh Ground Beef annually. Fresh Ground Beef is a tax-exempt commodity for inmate consumption.

The State is strictly providing estimated quantities in this IFB and on the *Official Solicitation Price Sheet* as a courtesy to Prospective Contractors and are provided in good faith. Prospective Contractors **shall not** interpret any estimated quantities provided to be a guarantee of actual contract volume existing during the aggregate term of a resulting contract. Actual contract volume 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://zoom.us/j/97319518501?pwd=azhERkhseDVuVDVuYjFxUUFiVkhLUT09>

Meeting ID: 973 1951 8501

Meeting Password: 643500

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

1.3 CLARIFICATION OF BID SOLICITATION

- A. Submit questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 4:00 p.m., Central Time on or before May 27, 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 May 29, 2020. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.

- D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. Bid Submission Requirement” means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term “**shall**” or “**must**” in the requirement.
- C. “Bovine Spongiform Encephalopathy (BSE)” means a progressive neurological disorder of cattle that results from infection by an unusual transmissible agent called a prion.
- D. “Business Days” means a day occurring Monday through Friday excluding State Holidays. A current listing of State holidays may be found on the Arkansas Secretary of State’s website at: <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.
- E. “Certificate of Analysis (COA)” means a document from a supplier that states the identity, purity, or microbiological state of a product. It shows that the supplier completed the required testing and that the results meet the product specifications.
- F. “Contractor” means a person who sells or contracts to sell commodities and/or services.
- G. “Fresh Ground Beef” for the purposes of this IFB means beef that has been coarsely ground; fresh (not frozen) without the addition of beef fat as seasoning, with no more than thirty (30%) percent fat, and with no added water, phosphates, binders, or extenders except pink slime.
- H. “Hazard Analysis and Critical Control Points System (HACCP)” means a systematic preventive approach to food safety from biological, chemical, physical hazards and more recently radiological hazards in production.
- I. “Prospective Contractor” means a person who submits a bid in response to this solicitation.
- J. “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.
- K. “Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- L. “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.
- M. “Test and Hold” means in the United States meat industry, a Requirement that Federal meat inspectors not apply the "inspected and passed" mark on the carcasses of cattle that have been sampled by the Animal and Plant Health Inspection Service (APHIS) for its BSE surveillance program until the sample is determined to be negative.

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

1.5 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. The Prospective Contractor **shall** have provided Fresh Ground Beef to clients similar in size and scope as to what is required by this IFB.
- B. At the time of bid submission, the Prospective Contractor **shall** have in place all facilities, staff, and other operations necessary for providing Fresh Ground Beef to the State as required by this IFB.
- C. Prospective Contractor **shall** have a supply of Fresh Ground Beef adequate to fulfill ADC’s estimated ordering quantities and frequencies as specified in this IFB ready and available for immediate delivery upon each purchase order issuance.

1.6 GENERAL REQUIREMENTS

- A. The Contractor **shall** bill ADC using the contract prices in effect at the time the purchase order is issued, not the date the shipment is made.
- B. The Contractor **shall** supply Fresh Ground Beef that is in compliance with all applicable State and Federal laws, rules, guidelines, ordinances, and standards including but not limited to those of the United States Department of Agriculture (USDA) and the Food Safety and Inspection Service (FSIS) Requirements. For a list of current USDA and FSIS Requirements click on the following link:
https://www.fsis.usda.gov/shared/PDF/Ground_Beef_and_Food_Safety.pdf?redirecthttp=true
- C. Each year the contract is in place, the Prospective Contractor **shall** complete an assessment of their HACCP System and **shall** submit a copy of the assessment results to OSP and/or ADC prior to the renewal of the resulting contract for ADC’s review.
1. As requested prior to award, the Prospective Contractor **shall** submit the results of their most recent HACCP System assessment, which **must** have been conducted within the previous twelve (12) month period, for review by ADC personnel. The Prospective Contractor may submit the most recent HACCP assessment, as described herein, with the Prospective Contractor’s bid submission.
 2. To view the principles and application process for the HACCP System, click the following link:
<https://www.fda.gov/food/hazard-analysis-critical-control-point-haccp/haccp-principles-application-guidelines#defs>
- D. As requested prior to contract award, Prospective Contractor **shall** submit the following letters to OSP for ADC’s review. The Prospective Contractor may submit the letters, as described herein, with the Prospective Contractor’s bid submission.
1. Letter that indicates the steps taken within the operation for the reduction or control of E. coli 0157:H7.
 2. Letter from the raw supplier(s) indicating the raw materials are produced using interventions proven to prevent, eliminate, or reduce E. coli 0157:H7 to below detectable levels.
 - a. This letter **must** also specifically identify the interventions to be used and the rigorous tests that will be conducted to ensure that the interventions will prevent, eliminate, or reduce the occurrences of E. coli 0157:H7 to below detectible levels.
 3. Letter from the raw supplier(s) indicating their compliance with the removal of specific risk material for Bovine Spongiform Encephalopathy (BSE) at their facility.

1.7 FRESH GROUND BEEF REQUIREMENTS

- A. The Contractor **shall** supply ADC with Fresh Ground Beef in the quantities requested, anticipated to be approximately 40,000 pounds to 42,300 pounds every two (2) weeks during the contract terms.
- B. Contractor **shall** provide Fresh Ground Beef packaged in accordance with the Food Defense Plan which **must not** be expired, salvaged, distressed, or spoiled in any manner. You may view the Food Defense Plan by selecting this link: <https://www.fda.gov/food/food-defense> (See *Delivery Requirements*.)
- C. Contractor **shall** provide ADC with Fresh Ground Beef that **must** be 100% beef, coarse ground, with a fat content not to exceed thirty (30%) percent and seventy (70%) lean.
- D. Contractor **shall** provide Fresh Ground Beef that **must** be fresh, not frozen.

1.8 QUALITY REQUIREMENTS

- A. The Contractor **shall** deliver Fresh Ground Beef in first-class condition and **shall** replace all product delivered in less than first-class condition. ADC will not accept any distressed or salvaged product.
- B. ADC 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.
- C. Contractor **shall** issue a credit to ADC for rejected products within a reasonable timeframe as mutually agreed upon between the Contractor and ADC, not to exceed thirty (30) calendar days
- D. Contractor **shall** use the Test and Hold method before shipping product to ADC.
 1. Product test results **must** be negative for E. coli 0157:H7 before shipping to ADC.

1.9 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 to ADC as requested throughout the contract term(s).
 1. Contractor's recall program and procedures plan **must** identify, track, and locate recalled products delivered to ADC.
 2. The Contractor **shall** notify ADC within twenty-four (24) hours after notification of a recall. Failure to notify ADC within a twenty-four (24) hour timeframe of recalled product may result in contract cancellation. (See *Cancellation*).

1.10 PERMANENT SUBSTITUTIONS OR PRODUCT CANCELLATIONS

- A. The Contractor **shall not** substitute or replace a contracted item unless the contracted item is no longer available for purchase as a whole. The Contractor **shall** receive prior, written approval from ADC for all substitutions.
- B. The Contractor **shall** intend for the requested substitution to be a permanent substitution, applicable to the aggregate term of the contract.
- C. The Contractor **shall** submit a request for approval to ADC for each substitution. The substitution request **must** include:
 1. A list of the current item being substituted with the new item listed alongside, including the manufacturer's item number(s), if applicable.

2. The reason for the substitution for each item listed.
 3. Nutritional information for the currently contracted item and the proposed substitution.
- D. Proposed substitutions **must** be an item of equal or greater nutritional value and quality.
- E. The Contractor **shall** provide all additional documentation as requested by ADC.

1.11 ACT 617 COMPLIANT 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 agency to make it a goal to spend twenty percent (20%) of their budget on Local Farm or Food Products.
 2. Local Farm or Food Products are food products grown in Arkansas, packaged, and processed in Arkansas, or both in accordance with ACT 617.
- B. Contractor **shall** indicate on the *Official Bid Price Sheet*, if the Fresh Ground Beef provided is in compliance with ACT 617.

1.12 CONTRACT ADMINISTRATOR

- A. Prior to award, Prospective Contractor **shall** identify a primary contact and provide the contact information for communication concerning orders, compliance, conflict resolution, product substitutions/cancellations, and other general questions and issues.
- B. ADC will provide the Contractor with contact information for ADC's Contract Administrator prior to award.

1.13 MINIMUM ORDERS

- A. The Contractor **shall not** place any restrictions or requirements on the quantities that can be ordered, delivered, or on the ordering frequency.

1.14 PACKAGING REQUIREMENTS

- A. All packaging and packing **must** be in accordance with good commercial practice and industry standards.
- B. Contractor **shall** provide ADC with cases of Fresh Ground Beef. Within each case, the Fresh Ground Beef **must** be packaged ten (10 lb.) pound packages. Each case **must** not exceed sixty pounds (60 lbs.) total weight.

1.15 DELIVERY REQUIREMENTS

Arkansas Division of Corrections
Farm Operation
Hwy 388
Grady, AR 71644

- A. The Contractor **shall** deliver the initial order of Fresh Ground Beef as requested by ADC, anticipated to be on or around Wednesday, July 15, 2020. Thereafter, ADC anticipates ordering one truck load (40,000 lbs.) will approximately every two weeks.
- B. Fresh Ground Beef **must** be delivered on pallets.

- C. Truck deliveries of Fresh Ground Beef **must** be sealed on receipt at ADC for Food Defense purposes.
 - 1. Food Defense is the protection of food products from intentional contamination.
- D. A Certificate of Analysis (COA) **must** accompany each delivery load and **must** clearly define the supplier's negative test results for specific lots of pallets or combos using N60 sampling plan.
 - 1. At a minimum, the COA **must** include the following information:
 - a. Identity, purity, or microbiological state of the Fresh Ground Beef.
 - b. Easy match to the lot information and dates on all box labels.
 - c. Signed and dated by the facility conducting the testing.
- E. All deliveries **must** be made from 8:00 a.m. until 2:00 p.m. Central Time, unless otherwise arranged and coordinated with ADC. The Contractor **shall** give ADC immediate notice of any anticipated delays or plant shutdowns that will affect the delivery Requirement.
- F. The Contractor **shall** deliver Fresh Ground Beef within fifteen (15) Business Days of receipt of the purchase order from ADC.
- G. The Contractor **shall not** deliver on an alternate delivery date unless approved in writing by ADC.
- H. Within one (1) week prior to delivery, the Contractor **shall** call ADC's Farm Operation Unit to schedule a delivery date and time. The State will provide contact information upon contract award.
- I. Loss or damage that occurs during shipping, prior to the order being received by ADC, is the Contractor's responsibility. All orders **must** be properly packaged to prevent damage during shipping.

1.16 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.

1.17 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 delivers product in first class condition. Product packaging is not torn, salvaged, crushed or otherwise exposed to weather elements. | Contractor applies a 15% credit to the ADC account for the cost of each package received in less than first class condition. |
| Recall Program and Procedures Plan | Contractor notifies ADC within a twenty-four (24) hours of a recall. | Contractor applies a credit of \$200 to ADC's account for each instance whereby the Contractor fails to notify ADC of a product recall within a twenty-four (24) hours. Contractor applies an additional \$50 per hour for each hour after 24 hours whereby Contractor fails to notify ADC of a recall. |
| Delivery of Product | Contractor delivers product to ADC within fifteen (15) Business Days after receipt of Purchase Order unless an alternate delivery timeframe has been approved by ADC. | Contractor applies a credit of ten (10%) percent of the invoiced amount to ADC's account for each failure to deliver product to ADC within 15 Business Days of receipt of the Purchase Order (unless an alternate delivery date has been approved by ADC, in which case damages will apply to the alternate delivery date) plus an additional \$50 per day for each day after 15 Business Days whereby the product is not delivered to ADC. Repeated issues of delays in delivering product may result in Contract cancellation. |

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 ISSUING AGENCY

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

2.2 TYPE OF CONTRACT

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is June 22, 2020, except that the actual contract start date may be adjusted unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

2.3 CONTRACTOR SELECTION

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

2.4 RESPONSE DOCUMENTS

A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted in the original *Bid Response Packet*.
 - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
 - i. A signed *Bid Signature Page* included in the *Bid Response Packet*. The signature must be that of a person authorized to contractually bind the Prospective Contractor.
 - ii. *Bid Response Packet*, which **must** be in the English language.
 - b. One (1) original copy of the *Official Solicitation Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Solicitation Price Sheet*,
 - b. EO 98-04 Disclosure Form.
 - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - d. Proposed Subcontractors Form.

3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 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.

2.6 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 Commodities Contract Template can be viewed on the OSP website here:
<https://www.dfa.arkansas.gov/procurement/procurement-forms-and-reporting/> .

2.7 PRICING

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid 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 Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.
- D. In the blue shaded cells under the *Brand* column on the *Official Bid Price Sheet*, Prospective Contractor **shall** enter the brand of the Fresh Ground Beef to be supplied to ADC.
- E. In the blue shaded cells under the *Unit Price* column on the *Official Bid Price Sheet*, Prospective Contractor **shall** enter the price **per pound** for the estimated number of pounds of Fresh Ground listed.
- F. In the blue shaded cells under the *ACT 617* column on the *Official Bid Price Sheet*, Prospective Contractor **shall** indicate (yes or no) as to if the Fresh Ground Beef is compliant with ACT 617. (See *ACT 617 Compliant Products*.)
- G. The amount entered on the *Official Bid Price Sheet* will be auto populated and totaled into the Grand Total Estimated Annual Cost cell.
- H. Low cost determination will be made using the amount auto-populated into the Grand Total Estimated Annual Cost cell on the *Official Bid Price Sheet*.
- I. Prospective Contractor's pricing as submitted on the *Official Bid Price Sheet* **must** be valid throughout the initial term of the resulting contract anticipated to begin on June 22, 2020.