



STATE OF ARKANSAS
DEPARTMENT OF TRANSFORMATION AND SHARED SERVICES
OFFICE OF STATE PROCUREMENT
 501 Woodlane St., Ste. 220
 Little Rock, Arkansas 72201-1023

INVITATION FOR BID
BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-21-0057	Solicitation Issued:	March 30, 2021
Description:	Bathroom Tissue and Paper Towels		
Agency:	Statewide		

SUBMISSION DEADLINE			
Bid Opening Date:	April 30, 2021	Bid Opening Time:	2:00 p.m., Central Time
<p>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.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	Department of Transformation and Shared Services Office of State Procurement 501 Woodlane St., Ste. 220 Little Rock, Arkansas 72201-1023 Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. 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:	Heather Bailey	Buyer's Direct Phone Number:	501-324-9320
Email Address:	Heather.V.Bailey@arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	https://www.transform.ar.gov/procurement/		

SECTION 1 – REQUIREMENTS

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

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) to obtain pricing and a contract for Bathroom Tissue and Paper Towels in various sizes as further specified on the Official Solicitation Price Sheet. State Agencies, Political Subdivisions, and colleges and universities (“Purchasing Entities”) are expected to purchase from the resulting contract.

The resultant contract will be a mandatory State contract in accordance with Arkansas Code Annotated §19-11-223 and the rules promulgated thereunder. Considering the large volume of purchases expected under the resulting mandatory contract, Prospective Contractors are strongly encouraged to submit their most favorable pricing for all items.

1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link:

<https://arkansas-gov.zoom.us/j/82752436731?pwd=N0dsVWJKVWNPbDhzR29KYkZOTHAzUT09>

Meeting ID: 827 5243 6731

Meeting Password: 402459

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 2:00 p.m., Central Time on or before April 9, 2021 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.
1. Questions from Prospective Contractor should be submitted on Attachment O: *Submission of Written Questions*.
 2. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
 3. 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 April 16, 2021. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive bid. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.

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

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- B. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- C. "Business Day" means Monday through Friday of each week, exclusive of official State holidays. A list of Arkansas State Holidays can be found here: <https://www.sos.arkansas.gov/news/state-holiday-calendar/>.
- D. "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.
- E. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- F. "Delivery Address" means a central, physical location (not a PO Box) to which an order is delivered but does not necessarily represent a single Delivery Point.
- G. "Delivery Point" means one or more rooms, buildings, offices, areas, or other locations that is functionally a part of a Delivery Address to which an order is delivered.
- H. "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.
- I. "Inside Delivery" means delivery to a Purchasing Entity's Delivery Address (with or without an accessible dock) whereby the delivery driver breaks open the shipping container and hand truck delivers individual cartons to one or more Delivery Points (such as delivery to multiple buildings on a college campus), and/or whereby the delivery driver removes the paper cartons from the skid or performs other special delivery services that do not fall within the definition of Normal Delivery.
- J. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- K. "Normal Delivery" means delivery to a Purchasing Entity's Delivery Address (with or without an accessible dock) whereby the delivery driver offloads the truck at a single Delivery Point by use of material handling equipment.
- L. "Political Subdivision" means counties, municipalities, and school districts.
- M. "Prospective Contractor" means a responsible bidder who submits a responsive bid in response to this solicitation.
- N. "Purchasing Entity" means State Agencies, Political Subdivisions, and colleges and universities who make purchases from a resulting contract.

- O. "Requirement" means a specification that a Contractor's commodity **must** and/or service **shall** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms "**shall**" or "**must**" in the requirement.
- P. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- Q. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State Department using such a contract.
- R. "State Agency or Agencies" means any agency, institution, authority, board, department, commission, bureau, council, or other agency of the State supported by appropriation of State or federal funds.

1.5 BACKGROUND AND CURRENT ENVIRONMENT

- A. Historically, approximately \$4,000,000.00 dollars of various types of bathroom tissue and paper towels have been purchased from the current State contract over the last seven (7) years. This estimate does not include purchases by Political Subdivisions or colleges and universities.
- B. Historically, purchase orders issued by Purchasing Entities have had an average value of \$375.00.
- C. The current mandatory State contract for Bathroom Tissue and Paper Towels reaches its final expiration on June 30, 2021.
- D. 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 and are provided in good faith. 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. Purchasing Entities will purchase on an as needed basis, which may be more or less than the estimates provided.

1.6 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. At the time of bid submission, the Prospective Contractor **shall** have in place all facilities staff, and other operations necessary for providing Purchasing Entities with bathroom tissue and paper towels and for serving the needs of the State effectively and efficiently.
- B. To effectively service the resulting contract, the Prospective Contractor **shall** have access to a state-wide freight network which the Contractor **shall** use as necessary for shipping the Purchasing Entity's order and for providing Normal Delivery and Inside Delivery services. Prospective Contractor **shall** provide and deliver the products specified within this IFB to Purchasing Entities throughout the State of Arkansas.
 - 1. The Contractor **shall** work with selected state-wide network carrier to ensure a complete understanding of "Inside Delivery" and "Normal Delivery" as defined within this IFB. It is the Contractor's sole responsibility to ensure all "Inside Delivery" and "Normal Delivery" Requirements are met.
- C. The Prospective Contractor **shall** be registered with the Arkansas Secretary of State's office and be in good standing status.
 - 1. As a Bid Submission Requirement, Prospective Contractor **shall** submit a Certificate of Good Standing Status with the Prospective Contractor's bid response.

1.7 GENERAL REQUIREMENTS

- A. Bathroom tissue and paper towels provided under a resultant contract **must** be in accordance with applicable Federal and State regulations including but not limited to:
 - 1. Weights and Measures
 - 2. Packaging
- B. Bathroom tissue and paper towels **must** be in stock and ready to ship upon contract award.
- 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** provide Inside Delivery services as requested on a Purchasing Entity's purchase order. Prospective Contractor may charge an additional fee for Inside Delivery (See *Official Solicitation Price Sheet*).
- E. In the event of a shortage in any of the products required by this IFB, the Contractor **shall** give priority to State Agencies.
- F. Prospective Contractors may bid either recycled or virgin products.

1.8 BATHROOM TISSUE REQUIREMENTS

- A. Bathroom tissue **must** be roll tissue, as specified on the *Official Solicitation Price Sheet*.
- B. Bathroom tissue **must** be white in color.
- C. Bathroom tissue **must** be free from wood splinters, specks, holes, wrinkles, or other imperfections which would affect either the appearance or the serviceability.
- D. Bathroom tissue **must** be evenly and tightly wound on a stiff paperboard core or coreless as specified on the *Official Solicitation Price Sheet*.
- E. Bathroom tissue **must** be perforated so the sheets can be clearly and completely separated.

1.9 PAPER TOWEL REQUIREMENTS

- A. Single fold and multi-fold paper towels **must** be interlocked to facilitate dispensing.
- B. Perforated paper towels **must** be perforated completely and uniformly across its width so that each towel can be dispensed individually.
- C. All paper towels **must** have an industry standard, commercial surface finish that is uniform with no clumps of undisbursed fibers and **must not** have evidence of foreign materials or dirt.
- D. Paper towels **must** be free of holes, tears, and wrinkles with cleanly cut edges.

1.10 BRAND REQUIREMENTS

- A. The Prospective Contractor **shall** provide pricing for the product brands and manufacturers specified on the *Official Solicitation Price Sheet* or for product brands and manufacturers equal in nature, quality, and value to the product brands and manufacturers specified on the *Official Solicitation Price Sheet*.

1. Should the Prospective Contractor provide pricing for a product brand or manufacturer other than the product brand and manufacturer specified on the *Official Solicitation Price Sheet*, then as a Bid Submission Requirement the Prospective Contractor **shall** submit manufacturer data sheets with the Prospective Contractor's bid response for those products.
- B. On the *Official Solicitation Price Sheet*, the Prospective Contractor **shall** indicate the brand and manufacturer being bid. The Prospective Contractor **shall** intend to utilize the brand and manufacturer indicated on the *Official Solicitation Price Sheet* when fulfilling its obligations under the resultant contract.
- C. Products provided under a resultant contract **must** be the brand and manufacturer the Prospective Contractor indicates on the *Official Solicitation Price Sheet* unless a substitution request has been submitted to and pre-approved by OSP prior to providing the substitution to Purchasing Entities. (See *Brand Substitutions*.)

1.11 BRAND SUBSTITUTIONS

- A. After award of a contract, substitutions made to the brand the Prospective Contractor has indicated on the *Official Solicitation Price Sheet*, or to a previously approved brand substitution occurring after award, **must** be pre-approved in writing by OSP's Contract Administrator.
- B. Proposed brand substitutions **must** be made in writing to OSP's Contract Administrator and **must** offer the same or higher grade, quality, and value than the brand being substituted.
- C. With each substitution request, the Contractor **shall** provide manufacturer's specification sheets for all brand substitution requests made after award.
- D. When requested, substitutions **must** be intended for the life of the contract.
- E. The Contractor **shall** only discontinue a product if the manufacturer ceases to produce the product and no equivalent substitution exists.
- F. The Contractor **shall** include the following information in the substitution request:
 1. Contract item number of the product being substituted.
 2. Name and description of the product being substituted (brand, size, type, etc.).
 3. Name and description of the new product being requested (brand, size, type, etc.).
 4. Manufacturer's specification sheet for the product being substituted and for the new product being requested.
 5. Price of the new product.
- G. Contractor **shall** offer the approved substituted product at the same or lesser contracted price as the product being substituted.
- H. When a substitution or cancellation affects a Purchasing Entity's purchase order, Contractor **shall** provide the Purchasing Entity with the opportunity to accept and/or reject the substitution for a 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.

1.12 CONTRACT PREMIUM PRICE PER CASE FOR ORDERS UNDER \$250

- A. The Contractor **shall not** impose any minimum dollar ordering threshold, minimum or maximum ordering quantity, or minimum or maximum ordering frequency requirements on Purchasing Entities for orders placed under a resulting contract.
- B. For orders totaling less than \$250.00, the Contractor may add a premium price per case as an upcharge to the per case pricing. (*See Table E of the Official Solicitation Price Sheet*)
- C. During the contract terms, Contractor **shall not** apply the premium price to orders totaling \$250.00 or more.
- D. The Contractor **shall** allow Purchasing Entities to combine the cost of more than one product type (if more than one product type is included on a single purchase order) to avoid paying the premium price.
- E. The Contractor may apply the premium price per case for all product types included on a purchase order should the total combined cost of for all product types be below \$250.00 (pre-tax).

1.13 PACKAGING AND HANDLING REQUIREMENTS

- A. All packaging and packing **must** be accomplished in accordance with good commercial practice and industry standards.
- B. Product **must** be packaged with moisture barrier packaging and in a manner that provides sufficient strength and protection to maintain the products in pristine condition and to prevent damage during shipping, handling, and storage at the Purchasing Entity's location.
- C. The Contractor **shall** deliver products packaged in new, sanitary, and undamaged packaging.
- D. On the outside of each carton, the Contractor **shall** indicate the size and type of product, total carton quantity, and include a packing slip listing the Purchasing Entity's purchase order number, if applicable.
- E. Carton weight **must not** exceed fifty pounds (50 lbs.) for easy lifting and carrying.
- F. 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 cost to the Purchasing Entity.
 2. Damaged products **must** be picked up by the Contractor within seven (7) Business Days after notification from the Purchasing Entity.
 3. 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.

1.14 DELIVERY: FOB DESTINATION

- A. The Contractor **shall** provide FOB Destination shipping, freight prepaid.

- B. The Contractor **shall** provide shipping and delivery to locations throughout the State of Arkansas as requested by the Purchasing Entities.
 - 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 feet (40') unless otherwise approved by the Purchasing Entity *prior* to delivery.
- C. The Contractor and the Contractor's freight network used to provide delivery under a resulting contract **must** provide both Inside Delivery and Normal Delivery to Purchasing Entities.
 - 1. The Contractor **shall** provide Inside Delivery as defined within this IFB if requested by Purchasing Entity and indicated on the purchase order. Contractor may charge an upcharge for providing Inside Delivery.
 - 2. The Contractor **shall** provide Normal Delivery at no additional charge to the Purchasing Entity. Normal Delivery fees **must** be included in the unit price.
- D. The Purchasing Entity will indicate their Delivery Address on each Purchase Order. Delivery is limited to one Delivery Address per purchase order.
- E. If requested by Purchasing Entities, the Contractor **shall** provide Purchasing Entities with a minimum of 24-hours' notice prior to delivery.
- F. The Contractor **shall** give the Purchasing Entity immediate notice of any anticipated delays or plant shutdowns that will affect the delivery Requirement.
- G. At no additional cost to the Purchasing Entity, the Contractor **shall** replace all products lost or damaged during shipping prior to the order being received by the Purchasing Entity. All orders **must** be properly packaged to prevent damage during shipping.
- H. Deliveries **must** only be made between 8:00 a.m. and 3:00 p.m. Central Time, unless otherwise arranged and coordinated with the Purchasing Entity. Extended delivery dates may be considered when in the best interest of the State.
- I. After receipt of the order (ARO), the order **must** be delivered to the Purchasing Entity within the timeframes specified in Table A: *Delivery Schedules* below.
- J. If the delivery schedules cannot be met, the Prospective Contractor **shall** indicate on Table D of the *Official Solicitation Price Sheet* an alternate number of days required to place the commodity in the ordering agency's designated location.
- K. Failure to state an alternate delivery schedule obligates the Contractor to complete delivery in accordance with the Delivery Schedule in Table A.

TABLE A: Delivery Schedule

Delivery Schedule ARO
Ten (10) Business Days

1.15 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 telephone 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 telephone 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.

1.16 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.

1.17 PRICE ADJUSTMENTS

- A. Pricing submitted on the *Official Solicitation Price Sheet* **must** remain firm through September 30, 2021. The Contractor may request price adjustments quarterly thereafter.
- B. The Contractor **must** submit price adjustment requests to OSP's Contract Administrator within ten (10) Business Days prior to the first Business Day of the calendar quarter in which the price adjustment will become effective. For example, should a Contractor need a price adjustment to be effective on October 1, 2021 (first Business Day of the fourth calendar quarter), the Contractor **shall** submit the request to OSP's Contract Administrator not later than September 17, 2021 (ten (10) Business Days prior to the first Business Day of the applicable calendar quarter).
 - 1. If submitted in accordance with this IFB, approved price adjustments will become effective on the first Business Day of the calendar quarter following the calendar quarter in which the price adjustment was requested.
- C. All requests for price adjustments **must** be submitted in writing to OSP's Contract Administrator and **must** include supporting documentation to justify all price increase requests. The price adjustment request **must** include the following information:
 - 1. Contract item number

2. Description of product (brand, size, type, etc.)
 3. Current contracted price
 4. Contracted item's unit of measure (carton, skid, etc.)
 5. Requested Price
 6. Price adjustment's percentage increase or decrease above or below the current contract price
 7. Effective Date of the price adjustment
 8. Supporting documentation to support a price increase request
- D. Price increase requests **must** be based on an increase realized by the entire merchant network and be reflective of an increase to all distributors, not to this contract alone.
- E. The State reserves the right to reject any proposed price increase.
- F. In the event of a general price decrease, the Contractor **shall** provide the State with the full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.
- G. The State of Arkansas may monitor reductions by requesting the manufacturer to provide cost comparison data at any time after the first six months of the contract to reflect base cost (at time of award) to current cost (at time of request).

1.18 ANNUAL REPORTS

- A. By the last Business Day of each January, the Contractor **shall** submit an annual report for data from the previous calendar year (January through 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. 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.
- D. All prices and sales amounts **must** be submitted in U.S. dollars and cents.

1.19 ACCEPTANCE STANDARDS

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

1.20 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. The table below, *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 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 products packaged in new, sanitary, and undamaged packaging and products are not salvaged, or distressed in any manner.	20% credit to the Purchasing Entity's account for each instance whereby the Contractor fails to provide products packaged in new, sanitary, and undamaged packaging or whereby the Contractor provides products which are salvaged or distressed in any manner.
Delivery of Product	Contractor delivers product to the Purchasing Entity within ten (10) Business Days after receipt of purchase order or within the Alternate Delivery Timeframe indicated on the Official Solicitation Price Sheet.	<p>10% percent credit to the Purchasing Entity's account for each failure to deliver product to the Purchasing Entity within ten (10) Business Days of receipt of the purchase order (or alternate delivery timeframe indicated on the Official Solicitation Price Sheet, in which case damages will apply to the alternate delivery timeframe) plus an additional \$50 per day for each Business Day after ten (10) 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 term contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is July 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 in Tables A and B on the *Official Solicitation Price Sheet*. Should a Prospective Contractor fail to price an item listed in Tables A or B 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 as a hard copy 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.
 - c. One (1) Certificate of Good Standing Status from the Arkansas Secretary of State's office.
 - d. One (1) Copy of each Manufacturer's Data Sheet, if applicable. (See *Brand Requirements*).
 2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
 - a. One (1) copy of the *Official Solicitation Price Sheet*.

- b. *EO 98-04 Disclosure Form.*
 - c. *Copy of Prospective Contractor's Equal Opportunity Policy.*
 - d. *Proposed Subcontractors Form.*
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.5 PRICING

- A. Prospective Contractor(s) **shall** include pricing on the *Official Solicitation Price Sheet(s)* only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Solicitation Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. Prospective Contractor **shall** include all costs associated with providing the products listed in Tables A and B and with fulfilling the IFB Requirements, including but not limited to providing Normal Delivery.
- C. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- D. Tables A and B – Filling in the blue-shaded cells, Prospective Contractor **shall** provide pricing for all items in Tables A and B and complete all additional blue-shaded cells to enter information for the brand being bid.
 1. Pricing entered in the blue-shaded cells on Tables A and B **must** reflect the pricing applicable to orders of \$250 or more.
 2. Should the Prospective Contractor fail to provide a pricing for a product listed in Tables A and B on the *Official Solicitation Price Sheet*, the State reserves the right to reject the Prospective Contractor's bid submission.
 - i. Both Tables A and B will be used in low cost determination.
 3. Filling in the blue-shaded cells, the Prospective Contractor **shall** enter the Manufacturer/Brand Name, Manufacturer Item Number, Sheet/Roll Size, Sheets/Feet per Package/Roll, Rolls/Packages per Case applicable to the item being bid.
- E. Table C – Optional Bathroom Tissue and Paper Towel Products
 1. All products listed on Tables A and B on *Official Solicitation Price Sheet* are currently used in Purchasing Entity's dispenser equipment, as applicable. On Table C of the *Official Solicitation Price Sheet*, Prospective Contractor may provide pricing for additional bathroom tissue and paper towel products beyond those specified on Tables A and B which the Prospective Contractor believes will be beneficial for the State to have on contract. The State reserves the right, in its absolute and sole discretion, to determine if the additional products provided in Table C will be included on the resulting contract.
 2. The Prospective Contractor may provide a list of twenty (20) items that the Prospective Contractor believes will benefit the State.
 3. Table C will not be used in low cost determination.

F. Table D – Alternate Delivery Schedule:

1. The Prospective Contractor **shall** provide an alternate delivery schedule only if the ten (10) Business Day delivery timeframe cannot be met. (See *Delivery: FOB Destination*)
2. Table D will not be used in low cost determination.

G. Table E – Optional Premium Price per Case

1. Enter the optional dollar amount *per case* the Contractor may add to the per case pricing listed in Tables A and B for orders that total less than \$250. (See *Contract Premium Price for Orders Under \$250*).
2. Table E will not be used in low cost determination.

H. Table F – Optional Inside Delivery Price per Case

1. Enter the dollar amount per case which the Contractor may add to the per case pricing listed in Tables A and B for providing Inside Delivery when requested by a Purchasing Entity.
2. Table F will not be used in low cost determination.

I. DO NOT submit any ancillary information not related to actual pricing on or with the *Official Solicitation Price Sheet*.**2.6 ACCEPTANCE OF REQUIREMENTS**

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

2.7 ADDITIONAL TERMS AND CONDITIONS

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

2.8 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 the 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.

Unit prices are inclusive of the convenience fee and Contractor is not to charge the fee directly to the State in the form of a separate line item. 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.