

Quattlebaum, Grooms & Tull

A PROFESSIONAL LIMITED LIABILITY COMPANY

111 Center Street
Suite 1900
Little Rock, Arkansas 72201
(501) 379-1700

Michael N. Shannon
mshannon@qgtlaw.com
Licensed in Arkansas, Missouri and Kansas

Direct Dial
501-379-1716

March 24, 2023

VIA EMAIL & HAND-DELIVERY

Mr. Edward Armstrong
Director, Office of State Procurement
Arkansas Department of Transformation and Shared Services
501 Woodlane Street, Suite 201
Little Rock, AR 72201
Edward.Armstrong@arkansas.gov

Re: Protest of Award in Solicitation No. S000000161: Pharmacy Benefit Manager

Dear Mr. Armstrong:

Educational Catering, Inc, d/b/a ECI Management Group (ECI) to consider filing a protest regarding the March 10, 2023, Anticipation to Award in Solicitation #S000000162 regarding Food Distribution Services.

We represent Educational Catering, Inc, d/b/a ECI Management Group (ECI). On behalf of ECI and pursuant to the provisions of Ark. Code Ann. § 19-11-244(a)(2) and Office of State Procurement Rule R1:19-11-244, we are submitting this protest of the anticipated award to Hebrews 11:1 LLC (“Hebrews”) of a Food Distribution Services contract pursuant to Solicitation #S000000162. Pursuant Ark. Code Ann. § 19-11-244(f), ECI respectfully requests no contract be awarded until its protest has been finally resolved.

ECI is a premier operator in food services management with many years of experience, an impeccable track record and a commitment to quality and customer satisfaction. It has been ECI’s privilege to serve as the current provider to the Regional Training Institute for the National Guard at Camp Robinson. At the time of bid opening for the Solicitation in question, ECI was the lowest bidder by 40%. It did so by bidding responsibly allowing for the same impeccable service to the Youth Challenge Academy as it provides our soldiers at the Regional Training Institute for Army National Guard.

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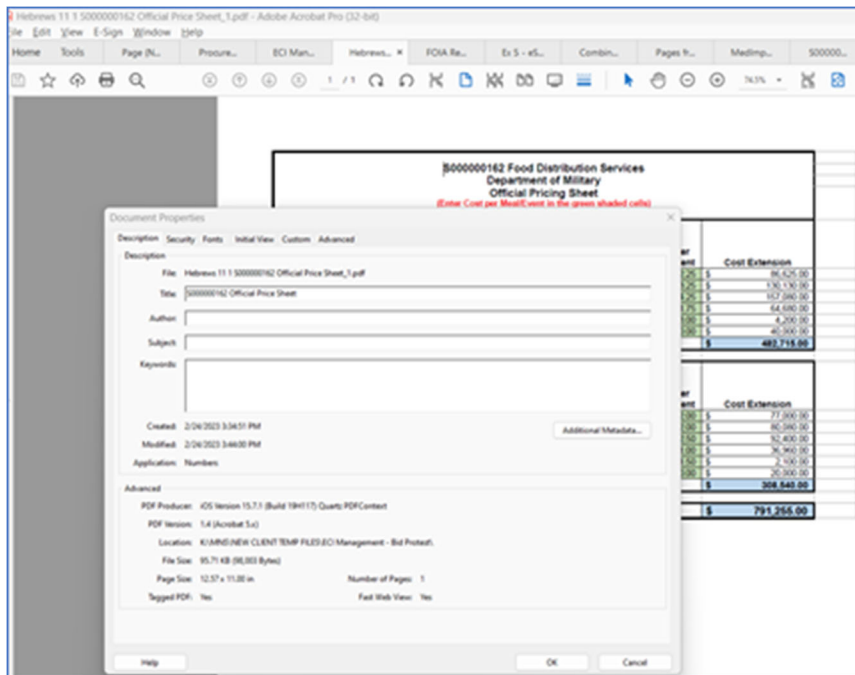
This protest is made on one or all of the following grounds pursuant to Ark. Code Ann. § 19-11-244:

- The procurement process violated a constitutional, statutory, or regulatory provision;
- The procurement agency failed to adhere to the rules of the procurement as stated in the solicitation, and the failure to adhere to the rules of the procurement materially affected the contract award; and

Ark. Code Ann. § 19-11-244((a)(4)(ii) and (iii).

ECI is protesting the March 10, 2023 Anticipation to Award in Solicitation #S000000162 regarding Food Distribution Services given to Hebrews, whose bid was not opened during the bid opening meeting on February 24, 2023, that began at 2:00 pm.

The properties for the official price sheet document submitted by Hebrews indicate that it was created at 3:34 pm on February 24th and modified at 3:44 pm. This would have been after the opening had concluded.



In response to a FOIA request, we received a memo from Ms. Robnolt detailing what happened at the bid opening. It appears that the submission from Hebrews could not be opened during the bid opening session because it was submitted using a program that OSP was unable to open. Specifically, it appears that the submission came in an Apple Numbers format instead of Microsoft Excel.

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- Bid Opening: Friday, February 24, 2023, 2:00 p.m.
- First bid was opened and it was Hebrews 11:1
 - I was not able to open the pricing document during the call
 - I moved on to the next bidder
 - At the close of the bid opening it appeared that the first proposal from ECI Management Group was the lowest bidder
 - It took Tiffany Maddox about half an hour to be able to convert Hebrews 11:1 from a numbers document to a pdf
 - Once it was viewable, Hebrews 11:1 was the lowest bidder, by far

Exhibit A. Furthermore, on March 9, 2023, Ms. Robnolt observed that:

- When I went to the items tab in ARBuy, I noticed that the information under Hebrews 11:1 stated that there was “No Bid”

Then, on March 10th, the day the intent to award was posted, Ms. Robnolt observed:

- When I checked on the solicitation (as a vendor might, without signing into ARBuy), I noticed that both of Hebrews 11:1 submissions went up with that change
 - The one submitted by Hebrews 11:1 didn't have any documents attached
 - The one submitted by me on behalf of Hebrews 11:1 had both attachments included

Id. Hebrews did not “post a bid” in ARBuy as was required in the IFB. *Id.* Rather, it appears that OSP personnel had to post the documents for Hebrews.

In sum, it appears that the following facts are not disputed:

- Hebrews submitted documents but did not post a bid in ARBuy.
- Hebrews' documents were submitted using a program that is not widely used in TSS or in the business industry, Apple Numbers.
- TSS was unable to “open” the documents submitted by Hebrews during the official bid opening session.
- At the close of the bid opening, ECI was the lowest bidder.
- Only after the bid opening ended was TSS able to open the documents from Hebrews by “converting” it.

Based upon Arkansas Procurement Law and Regulations, ECI submits that the anticipated award to Hebrews would violate statutory law and the IFB solicitation as well.

One of the “requirements” listed Ark. Code Ann § 19-11-229(a) for “Competitive sealed bidding” is that it include “Public, contemporaneous opening of bids at a predesignated time and place.”

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19-11-229. Competitive sealed bidding.

(a) "Competitive sealed bidding" means a method of procurement which requires:

- (1) Issuance of an invitation for bids with a purchase description and all contractual terms and conditions applicable to the procurement;
- (2) Public, contemporaneous opening of bids at a predesignated time and place;
- (3) Unconditional acceptance of a bid without alteration or correction, except as authorized in §§ 19-11-204 and 19-11-228 — 19-11-240;
- (4) Award to the responsive and responsible bidder who has submitted the lowest bid that meets the requirements and criteria set forth in the invitation for bids; and
- (5) Public notice.

(emphasis added). Further, Section 229(e) indicates that bids "shall be opened publicly[.]"

(e) Bids shall be opened publicly in the presence of one (1) or more witnesses at the time and place designated in the invitation for bids. Each bid, together with the name of the bidder, shall be recorded and open to public inspection.

Hebrews' bid was not opened contemporaneously at the time and place designated in the IFB. Nor was it opened publicly in the presence of the any witnesses at the time and place designated in the IFB. Per the IFB, the bid opening meeting was held via a Teams meeting video session.

1.2 LIVE BID OPENING
Use the information below to view the bid opening online.
Teams Meeting Link: [Click here to join the meeting](#)
Meeting ID: 285 639 013 282
Meeting Passcode: PuShUH
Dial-In Information: (501) 244-3310
Phone Passcode: 939 713 82#

Exhibit B (IFB). The "Bid Opening Time" was 2:00 pm Central Time.

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	February 24, 2023	Bid Opening Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid must be submitted through ARBuy, the State's eProcurement system. It can be accessed at https://arbuy.arkansas.gov . Bids received after the submission deadline may be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

Id. Further, OSP Rules provide that a ground for rejection of bids includes when a bid fails to conform to the delivery schedule established in the invitation for bids.

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R9:19-11-229. COMPETITIVE SEALED BIDDING.

REJECTION. Grounds for rejection of bids include but are not be limited to:
failure of a bid to conform to the mandatory requirements of an invitation for bids;
(1) any bid which does not conform to the specifications contained or referenced in any invitation for bids unless the items offered as alternatives meet the requirements specified in the invitation;
(2) any bid which fails to conform to a delivery schedule established in an invitation for bids, unless the invitation for bids contains provisions for acceptance of offers with alternative delivery schedules;

While it appears that Hebrews submitted documents before the scheduled bid opening time, it did not submit them in a format that could be read by OSP personnel during the bid opening meeting **as required by Ark. Code Ann. § 19-11-229(a) and (e)**. It also did not submit them in ARBuy. Hebrews' bid was not opened contemporaneously at the time and place designated in the RFP. Nor was it opened publicly in the presence of the any witnesses at the time and place designated in the IFB.

At least one of the purposes of section 229 is to ensure fairness and transparency of the process. Accepting bids that were opened after the closure of the public meeting opens the process to criticism and questions of objectivity whether warranted or not. Indeed, after the bid meeting concluded, my client believed for weeks that it was the lowest bidder by a considerable margin. Indeed, of the bids opened at the meeting, ECI was the lowest bidder by approximately 40%. *See*, Bid Tabulation. Only on March 10, 2023, when the Anticipation to Award was posted did my client learn that Hebrews 11:1 was given the contract.

ECI does not fault OSP personnel in this process as they were provided with bid documents in a format that they could not access without further "conversion" at a time after the meeting was closed. It was the obligation of each bidder, including Hebrews, to present the bid documents in a format that OSP could utilize and open. It cannot be debated that Microsoft Excel is far more widely used in the business community and state governments than is Apple Numbers. It would have been simple for Hebrews to submit a version of its bid converted to Microsoft Excel. It also would have been simple to contact OSP prior to the bid to discuss whether it could open a "Numbers" document. However, Hebrews did neither and submitted its bid in an infrequently used format that had to be "converted" by OSP.

For these reasons, ECI has been aggrieved by violations of Arkansas Procurement Law and Regulations. ECI, therefore, respectfully requests:

- that its protest be sustained;
- that Hebrews' bid be disqualified for failure to comply with the requirements of the IFB and failure to provide its bid in a format that could be opened during the bid opening meeting as required by Ark. Code Ann. § 19-11-229;

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- ECI be acknowledged as providing the lowest bid; and
- ECI be designated as the successful vendor and awarded the contract.

Thank you for your time and attention to this matter. If you have any questions, please do not hesitate to call.

Respectfully,

QUATTLEBAUM, GROOMS & TULL PLLC



Michael N. Shannon

MNS/lad

Enclosures

cc *via* electronic mail w/encls.: Anthony Black

cc *via* electronic and U.S. Mail w/encls.:

Arnetta Bradford (nett1984b@yahoo.com)

121 S. Main

Hope, Arkansas 71801

S000000162 – Food Distribution Services
Bid Process
Julie Robnolt
March 10, 2023

Bid Opening: Friday, February 24, 2023, 2:00 p.m.

- First bid was opened and it was Hebrews 11:1
- I was not able to open the pricing document during the call
- I moved on to the next bidder
- At the close of the bid opening it appeared that the first proposal from ECI Management Group was the lowest bidder
- It took Tiffany Maddox about half an hour to be able to convert Hebrews 11:1 from a numbers document to a pdf
- Once it was viewable, Hebrews 11:1 was the lowest bidder, by far

Friday, February 24, 2023, 3:26

- Received an email from Deployed Resources requesting:
 - The bid tabulation sheet, when available
 - To release the State's estimate for the requirement for comparison to their proposal
 - Pointing out that ECI Management submitted alternate proposals, and asking for assistance with submitting a FOIA request to view their documents

Monday, February 27, 2023, 11:07 am

- I sent the bid tab sheet (pdf) to Deployed Resources (copied Shane)
- I informed them that the proposals are being evaluated and that there were no other documents available at this time (per Shane's instructions)
- Received confirmation of receipt of email and attachment at 11:11 am

Thursday, March 2, 2023, 12:19 pm

- Received an email from ECI Management Group (following a brief voicemail from the President, Frank Ricupati) asking about the timing of the of the award notices
- I responded the same day at 1:08 pm letting him know that the proposals are under evaluation

Thursday, March 9, 2023, 4:13 pm

- Received an email from ECI Management Group asking about the evaluation process – I did not respond

Friday, March 10, 2023, 12:07 pm

- Received an email from Deployed Resources asking about the evaluation and award announcement – I did not respond

Anticipation to Award process, starting Thursday, March 9, 2023

- DOM received all documents and entered the information into the OSP portal for ALC review
- I proceeded to start the anticipation to award process
- When I went to the items tab in ARBuy, I noticed that the information under Hebrews 11:1 stated that there was "No Bid"
- I immediately sent a message to Shane asking what I should do
- Later that afternoon, Shane and I spoke with Jared about what we could do
 - Jared said that to ARBuy, Hebrews 11:1 submitted documents but did not post a bid
 - He had a workaround before by submitting a new bid under the vendor's name and reposting the proposal documents in ARBuy
 - I left it to Shane to ask Tanya Freeman if this would be okay to do

EXHIBIT
A

ATA Process Continued, Friday, March 10, 2023

- 8:04 – I emailed Shane to see if he talked to Tanya
- Shane responded at 8:06 that he did talk to Tanya and he asked me to enter the new quote because, obviously, Hebrews 11:1 did submit a bid
- 8:44 – I sent an email to Shane requesting that he look at the ATA and the quote that I submitted on behalf of Hebrews 11:1 (Shane was in interviews with Jessica all day so was not readily available to respond)
- 12:25 – Shane told me the ATA looks good
- I changed the solicitation to intent to award and sent the email announcing ATA to the vendors that submitted proposals
- When I checked on the solicitation (as a vendor might, without signing into ARBuy), I noticed that both of Hebrews 11:1 submissions went up with that change
 - The one submitted by Hebrews 11:1 didn't have any documents attached
 - The one submitted by me on behalf of Hebrews 11:1 had both attachments included

Post ATA Process

- Friday, March 10, 2023 – received a message from Deployed Resources thanking me for the information; appreciated the opportunity; let them know if they can be of assistance in the future



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
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	S000000162	Solicitation Issued:	January 27, 2023
Description:	Food Distribution Services		
Department:	Arkansas Department of Military		

SUBMISSION DEADLINE AND DELIVERY OF RESPONSE DOCUMENTS			
Bid Opening Date:	February 24, 2023	Bid Opening Time:	2:00 p.m., Central Time
Bid responses for this Invitation for Bid must be submitted through ARBuy, the State's eProcurement system. It can be accessed at https://arbuy.arkansas.gov . Bids received after the submission deadline may be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

TSS OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
TSS OSP Buyer:	Julie Robnolt	Buyer's Direct Phone Number:	501-371-6070
Email Address:	julie.robholt@arkansas.gov	TSS OSP's Main Number:	501-324-9316
TSS OSP Website:	https://www.transform.ar.gov/procurement/		

EXHIBIT
B

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 TSS Office of State Procurement (TSS OSP) for the Arkansas Department of Military (“DOM” or “Department”) for the Youth Challenge Program (YCP) to obtain pricing and a contract for Food Distribution Services. Direct all questions, comments, or concerns you may have regarding this solicitation to the TSS Office of State Procurement, not the DOM.

1.2 LIVE BID OPENING

Use the information below to view the bid opening online.

Teams Meeting Link: [Click here to join the meeting](#)

Meeting ID: 285 639 013 282

Meeting Passcode: PuShUH

Dial-In Information: (501) 244-3310

Phone Passcode: 939 713 82#

1.3 CLARIFICATION OF SOLICITATION

- A. Submit any questions requesting clarification of information contained in this *Solicitation* via the solicitation posting in ARBuy by midnight, Central Time on or before February 5, 2023.
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 solicitation posting in ARBuy by the close of business on February 10, 2023. 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 TSS 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 TSS OSP buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by TSS 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 TSS OSP.

1.4 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. “Business Day” means Monday through Friday, 8:00 a.m. to 4:30 p.m. Central Time, excluding [State Holidays](#).
- C. “Calendar Day” means every day on the calendar, including weekends and holidays.
- D. The terms “Invitation For Bid,” “IFB,” and “Solicitation” are used synonymously in this document.

- E. "Prospective Contractor" means a responsible bidder who submits a Responsive Bid in response to this solicitation.
- F. "Requirement" means something required.
- G. "Responsive Bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.
- H. "Shall" and "Must" mean the imperative and are used to identify requirements.
- I. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any requirement for inspecting, testing, or preparing a commodity or service for delivery.
- J. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the Department using such a contract.

1.5 PROSPECTIVE CONTRACTOR MINIMUM QUALIFICATIONS

- A. The Prospective Contractor **shall** have at least five (5) years of experience in providing institutional food services similar to size and scope as described in this IFB.

1.6 FOOD SERVICE PROGRAM

- A. The Prospective Contractor **shall** have the capacity to operate the Youth Challenge Program (YCP) dining facility, which **must** include but is not limited to:

1. Having the personnel to conduct the following jobs for forty-four (44) weeks per calendar year:
 - a. Order food and supplies to furnish daily breakfast, lunch, dinner, snack, and sack lunch.
 - b. Prepare daily breakfast, lunch, dinner, snack, and sack lunch.
 - c. Serve food to students and staff for breakfast, lunch, dinner, and a snack.
2. The program serves up to one hundred sixty (160) students and feeds up to ten (10) staff daily. Estimated quantities per meal/event are as follows:

Table A: Estimated Food Service Quantities

Food Service Program (1 each daily for YCP students and supervising staff)	Estimated Quantity
Breakfast with beverage	125 per day
Lunch with beverage	130 per day
Dinner with beverage	120 per day
Snack	120 per day
Other Requirements (Monthly)	
Sack lunches	50 – 140 per month
YCP Special Events	2 per month

3. The Prospective Contractor **shall** provide adequate staffing for operations to include, but not limited to, four (4) servers and one (1) chef per meal.

4. The Prospective Contractor **shall** maintain staff on any working holiday as determined by the DOM.
- B. The Contractor **shall** provide breakfast, lunch, and dinner with beverages, and one (1) evening snack, seven (7) days per week for forty-four (44) weeks, for YCP students and supervising staff, including inclement weather and holidays. The dining facility will be closed for two (2) four (4) week periods annually between YCP terms. Closures run from mid-December through mid-January and mid-June through mid-July. Exact dates of closures will be provided to the successful Contractor when schedules become available.
- C. The Contractor **shall** prepare a twenty-one (21) day menu similar to that of a school lunch program and submit to the Department for approval.
- D. The Contractor **shall** make accommodations for special dietary requirements and/or restrictions.
- E. The Contractor **shall** follow the operational standards from the [Arkansas State Board of Health Rules and Regulations Pertaining to Food Establishments](#).
- F. The Contractor **shall** comply with the requirements of the Food and Drug Administration (FDA) [Food Code](#). In addition, all persons preparing food **shall** comply with the [Arkansas Department of Health Food Preparation](#) regulations. In the event of any conflict in the above listed codes, the most stringent codes will apply.
- G. The Contractor **shall** prepare snack meals to be available for staff to pick up after dinner hours.
- H. Upon request, the Contractor **shall** provide sack meals or “to go” meals for students who do not dine in the facility. The Department will provide advance notice to the Contractor for this type of request.
- I. The Contractor **shall** provide food and food products for special functions as planned and requested by the Department.
- J. The Contractor **shall** store, prepare, and serve food at the YCP dining facility located at Camp Robinson Building 16503 North Dakota, North Little Rock, AR 72199, unless otherwise requested and approved by the Department.
- K. The Contractor **shall** clean all tabletops used for each meal with soap and water. All food particles or beverage spills **must** be swept up and cleaned after each meal for all platoons of students served.

1.7 ORDER RAW MATERIALS AND SUPPLIES

- A. The Contractor **shall** order all raw materials for meal preparation and food service, in accordance with industry standards, including but not limited to:
 1. Ingredients (flour, butter, sugar, eggs, oil, spices, etc.)
 2. Groceries (fruits, vegetables, bread, meat, cheese, etc.)
 3. Condiments (ketchup, mustard, mayonnaise, salad dressings, etc.)
 4. Dine-In Supplies (flatware, utensils, cups, napkins, etc.)
 5. Carry-Out Supplies (containers, disposable utensils, cups, lids, straws, etc.)
 6. Dispensable Beverages (coffee, tea, soda, water, etc.)
 7. Any other raw materials deemed necessary and in accordance with industry standards

B. The Contractor **shall** order all supplies necessary to maintain, clean, and keep sanitary the areas of the dining facility they are primarily responsible for, including, but not limited to:

1. Surface cleaning supplies
2. Floor cleaning supplies
3. Grill/oven cleaning supplies
4. Waste removal supplies
5. Dish and utensil cleaning supplies
6. Hair nets, beard nets, gloves, etc.
7. Any other supplies deemed necessary and in accordance with industry standards

1.8 MENUS

A. The Contractor **shall** provide menus that meet the following criteria:

1. At least one (1) fresh fruit, such as bananas, apples, oranges, or any other fresh fruit **must** be available to the students and staff for the breakfast meal. All fresh fruit **must** be Grade "A" manner in quality and size.
2. Only one (1) entrée from the lunch meal may be carried over to the dinner meal.
3. A leftover entrée may be introduced no more than one (1) time and **must** be served within twenty-four (24) hours of being initially prepared.
4. The lunch and dinner meals **must** include at least a basic salad, in accordance with industry standards.
5. The use of any item considered a leftover **must** be handled in accordance with industry standards.
 - a. The Contractor may operate a self-service serving area for all three (3) meals per day.
 - b. Portions served by the Contractor **must** be equal or greater than in weights and volume, than industry standards. Portion sizes **must** be, at least, the same size as those served by chain restaurants such as Denny's, Waffle House, and others.
 - c. Additional bulk, for example peanut butter and jelly sandwiches, will be provided to YCP students at each evening meal at the discretion of the YCP Director.

B. The Contractor **shall** provide a write-on display board where the Contractor **shall** post the current and next day menus for breakfast, lunch, and dinner.

C. The Contractor **shall** post the display board early enough to ensure that all diners have access to the following day's menu.

1.9 SPECIAL EVENTS

A. The Contractor **shall**, upon request, be required to prepare a special meal, provide the meal at an alternate location, or provide a meal at an unusual time.

B. The Department will notify the Contractor in writing one week prior to special events.

C. The Contractor **shall** provide a proposed budget to the Department prior to the event.

1.10 PERSONNEL

- A. The Contractor **shall** furnish all personnel to accomplish work required by this IFB. All employees of the Contractor **shall** be U.S. citizens or legal aliens and will be subject to a background check.
- B. The Contractor **shall** provide a dining facility manager to oversee and manage meal preparation. The dining facility manager or designated assistant **shall** be present during all operating hours of the dining facility.
- C. The Contractor and employees **shall** present a neat appearance and **shall** be easily recognized.
1. Each employee, while in the dining facility **shall** be in an appropriate uniform for a food worker.
 2. The company name and the employee's name **shall** be on the front of the uniform in easy-to-read letters.
- D. The Contractor and employees **shall** keep hair up, above the shoulders, and covered in a hair net or cap while in the dining facility.
- E. Jewelry **must not** be worn by anyone handling food or operating food service equipment in the dining facility, with the exception of medical alert identification jewelry.
- F. The Contractor **shall not** employ any person who is an employee of the United States Government or Department of Defense, military or civilian, if the employment of that person would create, or appear as, a conflict of interest.
- G. The Contractor and employees **shall**:
1. Wash their hands upon reporting for work, immediately after visiting the restroom, after using tobacco products, between handling soiled surfaces (includes body parts such as hair, nose, mouth, ears, and any other body part, and soiled clothing), handling trash and garbage, or handling soiled items, and dining work as often as necessary to keep them clean.
 2. Clean and sanitize utensils and equipment between handling raw and cooked foods.
 3. Maintain and keep fingernails clean, cut short (not to extend past the meaty part of the fingers) and devoid of nail polish. This includes food handlers and attendants.
 4. Not use tobacco or vaping products of any form except during break periods in designated areas. All buildings at Camp Joseph T. Robinson are non-smoking buildings.
- H. The Contractor and employees who handle or serve food **shall not** be assigned duties to clean latrines, garbage cans, sewers, drains, grease traps, or perform similar custodial duties during periods of food preparation and service.
- I. The Contractor and employees **shall not** use alcoholic beverages or illegal drugs while on duty.
1. The Contractor **shall** immediately remove and replace employees who are under the influence of alcohol or drugs.
 2. The Contractor and employees **shall not** use medical marijuana while on duty.
- J. The Contractor **shall not** allow any employee with a transmittable illness or disease to enter the meal preparation area of the dining facility.

- K. The Contractor and employees **shall not** loiter in any working or patron areas. Upon completion of their assigned shift, employees **shall** depart the facility.
 - 1. The Contractor **shall** allow only authorized personnel in the kitchen, storage, serving and dishwashing areas.
- L. All personnel employed by the Contractor in the performance of this IFB or any representative of the Contractor entering the Government installation, **shall** abide by all security regulations of the installation and **shall** be subject to such checks as may be deemed necessary.
 - 1. The Department reserves the right to direct the removal of an employee for misconduct, security reasons, or any overt evidence of misconduct.
 - 2. Removal of the Contractor's employees for the reasons stated above does not relieve the Contractor from responsibility for total performance.
 - 3. The Department reserves the right to remove a Contractor's employee that displays signs of sickness or disease.
- M. The Contractor and employees who operate a privately owned vehicle on Camp Joseph T. Robinson **shall** have a valid Arkansas driver's license to operate a motor vehicle, car registration, and proof of insurance.
 - 1. All vehicles on Camp Joseph T. Robinson property are subject to search by the Camp Robinson Department of Public Safety.

1.11 QUALITY CONTROL

- A. The Contractor **shall** establish and follow a quality control program that meets or exceeds all requirements for food service establishments.
- B. Upon award, the Contractor **shall** submit an outline of their quality control program to the Department for approval.

1.12 SAFETY

- A. Upon award, the Contractor **shall** initiate a safety program for its employees performing the work under this IFB. The plan **must** include a safety orientation for all employees immediately following their employment and at least semi-annually thereafter.
- B. The Contractor **shall** have a plan for the treatment of employees in case emergency medical treatment is required. Government furnished medical service is not available to the Contractor or its employees.
- C. Immediately upon the occurrence of a job-related injury, the Contractor **shall** notify the DOM and the Arkansas National Guard Safety Office.
- D. The Contractor **shall** establish and implement a [Hazard Analysis Critical Control Point](#) (HACCP) program. The program is designed to prevent the occurrence of potential food safety problems. At a minimum, the program will consist of the seven principles:
 - 1. Conduct a hazard analysis.
 - 2. Identify critical control points (CCPs) in food preparation.
 - 3. Establish critical limits for preventative measures.

4. Establish procedures to monitor CCPs.
 5. Establish corrective action to be taken when monitoring indicates critical limits have been exceeded.
 6. Establish verification procedures.
 7. Establish record-keeping and documentation procedures.
- E. Camp Robinson will arrange for the local Fire Department to train the Contractor on how to use the fire suppression system. Subsequently, the Contractor **shall** train all employees on fire prevention and protection upon starting work, in accordance with Installation Standard Operation Procedures (SOPs).
1. The Department will provide the awarded Contractor with a copy of policies and SOPs for Camp Robinson.
 2. The Contractor **shall** have Camp Robinson's emergency phone number, 501-212-5282, next to each telephone in the dining facility.
- F. The Contractor **shall** provide access to the dining facility for observation and/or inspection of meal preparation, serving, clean up, dishwashing, and food storage by any governmental agency or individual authorized access by the YCP Director.
- G. The Contractor **shall** be responsible for safeguarding all State property available for Contractor use.
1. The Contractor **shall** secure the facility, equipment, and supplies at any time during the duty day when personnel are off between meals, out of the building, and at the close of the facility.
 2. The Contractor **shall not** leave food preparation equipment on while the facility is left unattended.

1.13 TIME REQUIREMENTS

- A. The Contractor **shall** adhere to the following at minimum meal service hours, unless otherwise mutually agreed upon between the Contractor and the Department:
1. Breakfast: 6:00 a.m. – 8:00 a.m.
 2. Lunch: 11:00 a.m. – 1:00 p.m.
 3. Dinner: 4:30 p.m. – 6:30 p.m.
 4. The Contractor may submit a request to the Agreement Officer Representative (AOR) to extend the hours beyond the minimums listed above if so desired. The AOR is typically the Youth Challenge Program's Budget Analyst.
 5. The AOR may designate specified meal serving times for YCP.
- B. The AOR, on occasion, will require the Contractor to extend and/or alter serving times. When this occurs, the Contractor will be given a two (2) day advance notification of such changes.
1. Should the serving times be altered without advance notice to the Contractor, and this alteration increased the Contractor's cost, the Contractor may negotiate with the AOR to temporarily increase meal prices for the meals served at the alternate time.

2. In most cases, the meal prices will not be temporarily increased more than five percent (5%).

1.14 STATE FURNISHED PROPERTY

- A. The industrial equipment currently located in the YCP dining facility includes:
 1. Gas ranges/ovens and steam tables
 2. Salad bar table
 3. Dishwasher
 4. Prep and cookware
 5. Serving utensils
- B. The Contractor and the Department **shall** determine the number and condition of all items of National Guard furnished property, equipment, or material to include the serial number of each serial numbered item.
 1. Upon agreement completion or termination, another inventory must be conducted to determine shortages and damages.
 2. At any time during the term of the contract, the Department or the AOR may conduct a random inventory.
- C. The AOR will provide the Contractor a chain of custody document with State property, equipment, or material listed on the inventory sheets if the item is removed for repair or replacement from the Contractor operated facility.
- D. When replacement of State property, equipment, or material is provided to the Contractor, the Contractor **shall** acknowledge acceptance and responsibility for the State property, equipment, or material.
- E. Upon discovery of any loss or damage to State property, equipment, or material, the Contractor **shall** immediately notify the AOR by verbal means. A written notification **must** follow within two (2) Calendar Days.
 1. The Contractor **shall** investigate and report, in writing, to the AOR and the Department, all cases of loss, damage, or destruction of State property in its possession as soon as the facts become known, but no later than fifteen (15) Calendar Days after discovery.
- F. The Contractor **shall** be held liable for any and all losses and damages to State furnished property, equipment, and material caused by the Contractor employees.
 1. If the Contractor damages an item of State furnished equipment, the Contractor **shall** have the item repaired to normal working condition by a certified and/or qualified technician.
 2. If the Contractor damages State furnished property beyond repair, the item(s) **must** be replaced, at the Contractor's expense, with new equipment of the same model and specifications, or better.
 3. Installation of the new equipment **must** be completed by a qualified technician and **must** be at the Contractor's expense.
 4. Determination of liability of equipment **must** be conducted by the AOR with assistance from the Department's Maintenance Office.

5. Contractor damage to the facilities **must** be repaired by the Department, at the Contractor's expense.

G. The Contractor **shall** be directly responsible and accountable for all State furnished property and equipment once an inventory is complete and the Contractor signs the inventory sheets.

1.15 FACILITIES AND MAINTENANCE

A. Upon conclusion of contract, the Contractor **shall** restore the dining facilities, including equipment, to the condition in which it was received, less an allowance for fair wear and tear. Fair wear and tear will be determined by the Department's Maintenance Officer.

B. Maintenance, repair, and replacement of State furnished facilities and equipment due to fair wear and tear will remain the responsibility of the Department.

1. The Department will furnish alterations, repairs, and maintenance of dining facilities.

2. The Contractor **shall** notify the AOR and the Department, in writing, when obvious building operations, repair, or maintenance is required.

3. The Contractor **shall** coordinate repair services and monitor timely accomplishment.

C. The Contractor **shall** furnish all items, not furnished by the Department, necessary in accordance with the industry standard of operating a dining facility establishment.

D. The Contractor **shall** provide garbage bags used in the dining facility. Cardboard boxes **must** be broken down by the Contractor and placed in the recycle containers provided by the Camp Robinson Recycle Center.

E. The Contractor **shall** keep all outside areas around the dining facilities free from litter.

1. The area that **must** remain free from litter **must** be at least twenty feet (20') from exit doors, thirty feet (30') from loading docks, and twenty feet (20') from dumpsters.

2. Litter includes, but is not limited to, paper, cans, cigarette butts, and any other substance deemed inappropriate as determined by the Department.

F. For Sanitation Inspections, the Contractor **shall** meet the requirements of both the Arkansas Department of Health as outlined in their [rules and regulations manual](#) and the military as outlined in [Technical Bulletin Med 530](#), a military manual.

1. The military requirements are slightly more rigid and demanding than the State requirements but are very similar to industry standards.

2. Where a conflict in information appears between the two documents, the Technical Bulletin Med 530 **must** take precedence.

G. The Contractor **shall** make every effort to conserve utilities. The AOR, or designee, will routinely spot for waste and abuse of water, electricity, and natural gas.

H. The Contractor **shall** comply with all applicable Federal, State, and local environmental protection laws, regulations, and standards.

I. The Department will provide, at no cost to the Contractor, the facility, and all equipment to be fully operational.

- J. For the operation of the dining facilities, the Department will furnish utilities (water, natural gas, electricity), and building maintenance and repairs, due to normal wear and tear.
- K. The Department will provide periodic pumping of grease interceptors located outside the dining facilities as required to maintain proper operation of waste lines.

1.16 EQUIPMENT, MANUALS, AND WARRANTY

- A. Equipment operating manuals, if available, will be provided to the Contractor. A joint inventory will be taken of available equipment operating manuals. If any subsequent inventory **must** disclose the loss of any manuals, the Contractor **shall** replace the manual by obtaining a new copy from the equipment manufacturer. Replacement manuals **must** become property of the State.
- B. The manufacturer or dealer, as specified in the equipment warranty, will accomplish warranty repairs. If the Contractor performs unauthorized maintenance such that it voids the warranty, the Contractor **shall** be responsible for subsequent maintenance of the items for the period that would have been covered by the warranty.

1.17 INSURANCE

- A. A minimum of thirty (30) days prior to beginning performance under a resulting contract, the Contractor **shall** furnish to DOM all relevant insurance certificates, certifying the insurance required hereunder is in force and effect, that such insurance **must not** be canceled or materially altered without giving DOM at least thirty (30) days prior notice, and that as to relevant policies, the State of Arkansas/DOM is named as additional named insured.
- B. If the Contractor fails to furnish DOM with acceptable insurance certificates a minimum of thirty (30) days prior to the beginning of performance under a resulting contract, DOM **shall** have the right to delay the commencement of its performance hereunder, without any liability to the Contractor, or to acquire the insurance itself and charge the Contractor.
- C. Such certificate **must** also specify the dates when such policies commence and expire.
- D. Insurance coverage **must** be applicable whether such operations, services, and/or performance are provided by the Contractor, or by any of the Contractor's agents, consultants, suppliers, or subcontractor, or by anyone directly employed by any of the aforementioned, or by anyone for whose acts any of the aforementioned may be liable.
- E. The Contractor's umbrella /excess liability policy or policies **must** include coverage for the same claims and hazards as covered under the primary policies, including any special requirements.
- F. The limits of liability **must not** be less than \$1,000,000 for each occurrence; \$5,000,000 aggregate.
- G. If the liability insurance is written on a "claims made" basis, the Contractor **shall** maintain the coverage for a minimum period of one (1) year after the completion of the services.
- H. The Contractor **shall** furnish copies of any such "claims made" policies and to institute measures to guarantee future coverage for claims as contemplated by a resulting contract.
- I. For the Contractor's primary insurance, if the "additional insured" have other insurance that is applicable to the loss, such other insurance **must** be on an excess or contingent basis.
 - 1. The Contractor's insurance **must** be primary coverage.
 - 2. The amount of the insurance company's liability under the policy **must not** be reduced by the existence of such other insurance.

3. The Contractor **shall** pay or otherwise satisfy all deductible amounts for all claims.
- J. The Contractor **shall** obtain, and maintain for the life of the contract, Worker's Compensation insurance to meet the State of Arkansas statutory limits, which are \$100,000 for bodily injury per accident, \$100,000 by disease for each employee, and \$50,000 by disease for the policy limit.
- K. All insurance coverage **must** be provided by insurance companies having policy holder ratings no lower than "A-" and financial ratings not lower than "XI" in the latest edition of the Best's Insurance Guide in effect as of the date of this Agreement.
- L. If any of the foregoing insurance coverage is required by DOM to remain in force after termination of the contract, then the Contractor **shall** delivery to DOM thirty (30) days prior to termination and additional certificates evidencing continuation of such coverage.
- M. Insurance coverage **must** be maintained until all services to be provided hereunder by the Contractor have been completed by the Contractor and accepted by DOM and Contractor's equipment, materials, and supplies have been removed from DOM's premises.

1.18 SERVICE DELIVERY LOCATION

- A. The Contractor **shall** perform all services during the times listed under Time Requirements in this IFB unless otherwise arranged and coordinated with the Department.
- B. The Contractor **shall** provide immediate notice to the Department about any anticipated delays in the receipt of food and/or other supplies needed to fulfill the requirements of a resultant contract.
- C. The Contractor **shall** instruct the delivery of foods and supplies to:

Camp Joseph T. Robinson
YCP DFAC Building 16503
North Dakota Avenue
North Little Rock, AR 72199
- D. The awarded Contractor will be provided with instructions for gaining access to Camp Joseph T. Robinson.

1.19 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- 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* identify expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.

- F. Should any compensation be owed to the Department due to the assessment of damages, Contractor **shall** follow the direction of the Department regarding the required compensation process.

PERFORMANCE STANDARDS

<i>Criteria</i>	<i>Acceptable Performance</i>	<i>Damages</i>
Food Service Program	Provide breakfast, lunch, dinner, and one (1) snack per day, seven (7) days per week, for forty-four (44) weeks per calendar year to Youth Challenge Program students and up to ten (10) staff members as stated in Table A of the IFB.	\$500 for each meal not provided.
Operational Standards of the Arkansas State Board of Health Rules and Regulations Pertaining to Food Establishments.	100% compliance	\$500.00 per occurrence for violations.
Health and Sanitation Codes	100% compliance with federal, state, and local health and sanitation codes as stated in the IFB.	\$500.00 per occurrence for violations.
Contractor and Employee Cleanliness	100% compliance as stated in IFB.	\$500.00 per occurrence for violations.
Sanitation Inspections	100% compliance of Arkansas Department of Health and Technical Med 530 military manual.	\$500.00 per occurrence for violations.

SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

2.1 TYPE OF CONTRACT

- A. As a result of this IFB, TSS OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is upon contract award, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and Department, the contract may be renewed by TSS 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.

2.2 CONTRACTOR SELECTION

- A. Award will be made to the lowest-bidding, responsible Prospective Contractor for a term contract on an all or none basis.

2.3 RESPONSE DOCUMENTS

- A. All bid responses **must** be submitted through ARBuy, the State's eProcurement system. The system can be accessed at <https://arbuy.arkansas.gov>.
- B. *Bid Response Packet*
 1. The following are bid submission requirements and **must** be submitted as part of a Prospective Contractor's bid response.
 - a. Signed *Bid Signature Page*. Signature may be ink or digital. (See *Bid Response Packet*.)
 - b. Completed *Bid Response Packet*, which **must** be in the English language.
 - c. Completed *Pricing Response*. *Official Bid Price Sheet* attached to solicitation posting. Pricing **must** be proposed in U.S. dollars and cents.
 - d. *Proposed Subcontractors Form*. The utilization of any proposed subcontractor is subject to approval by the Department.
 - e. *Exceptions Form*.
 2. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form*.
 - b. Copy of Prospective Contractor's *Equal Opportunity Policy*.
 - c. *Voluntary Product Accessibility Template* (VPAT), if applicable.
 3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

2.4 ACCEPTANCE OF REQUIREMENTS

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Requirements Section(s) of this IFB by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor understands and agrees 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 Requirements Section(s) of this IFB.

2.5 ADDITIONAL TERMS AND CONDITIONS

- A. This IFB incorporates all of the Solicitation Terms and Conditions located on the TSS OSP website here (Agencies – Forms and Reporting – Solicitation Templates):
<https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Any special terms and conditions included in this solicitation **shall** override the Solicitation Terms and Conditions.
- C. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the Services Contract (SRV-1) Fillable Form by listing them on the *Exceptions Form* (See *Bid Response Packet*), Prospective Contractor agrees and **shall** 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 Services Contract (SRV-1) Fillable Form can be viewed on the TSS OSP website here (Agencies – Services – Forms):
<https://www.transform.ar.gov/procurement/agencies/services/>.
- D. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms or conditions in the documents listed in 2.5.A and 2.5.C.