

City of Fayetteville Staff Review Form

2020-0812

Legistar File ID

10/20/2020

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Devin Howland

10/1/2020

ECONOMIC DEVELOPMENT (050)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

STAFF IS RECOMMENDING APPROVAL OF A RESOLUTION AWARDING BID # 20-68 AND AUTHORIZING A CONTRACT WITH FOOD LOOPS FOR COMPOSTABLE CUPS FOR THE OUTDOOR REFRESHMENT AREA.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget

\$ -

V20180321

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF OCTOBER 20, 2020

TO: Mayor and City Council
THRU: Susan Norton, Chief of Staff
FROM: Devin Howland, Director of Economic Vitality
DATE: October 1, 2020

SUBJECT: A RESOLUTION TO AWARD BID #20-68 AND AUTHORIZE A CONTRACT WITH FOOD LOOPS FOR COMPOSTABLE CUPS FOR THE OUTDOOR REFRESHMENT AREA.

RECOMMENDATION:

STAFF IS RECOMMENDING APPROVAL OF A RESOLUTION TO AWARD BID #20-68 AND AUTHORIZE A CONTRACT WITH FOOD LOOPS FOR COMPOSTABLE CUPS FOR THE OUTDOOR REFRESHMENT AREA.

BACKGROUND:

The Outdoor Refreshment Area Pilot Program began on July 22, 2020. Since the program began over 85,000 cups have been distributed to over 53 participating businesses and anchor institutions (9/28/20).

Per Ordinance 6322, the City's Environmental Director designated that the cups used for the program be BPI certified compostable in order to compliment the City's waste diversion efforts. The Department of Economic Vitality used its promotional activities funds to establish the Outdoor Refreshment Area, including purchasing cups for the beginning of the pilot program. During the development of the pilot program, staff conducted extensive research in order to find the most economical cup solution for the program, while ensuring Fayetteville's sustainability goals were adhered to. Following the receipt of written quotes, Food Loops offered the best price on compostable 12-ounce and 16-ounce cups and its cups have largely fueled the program thus far.

The program has been far more successful than staff originally anticipated, with double the estimated businesses selling into the program and ORA drink sales outpacing what the Department of Economic Vitality envisioned, a long-term solution was needed to ensure sustainable cups keep the program functioning. Bid 20-68 was created to resolve this issue while bringing the best possible price to participating businesses within the Outdoor Refreshment Area.

DISCUSSION:

Staff is recommending the award for Bid 20-68 be given to Food Loops, who responded with the following costs:

Item	Quantity Required	Unit Price	Total Cost
12-ounce branded 1000 cups (Bulk)	50	95.47	4773.50
12-ounce branded 1000 cups (business direct)	1	95.47	95.47
16-ounce branded 1000 cups (Bulk)	50	118.43	5291.50
16-ounce branded 1000 cups (business direct)	1	118.43	118.43
12-ounce plain 1000 cups (Bulk)	50	85.20	4260.00
12-ounce plain 1000 cups (business direct)	1	85.20	85.20
16-ounce plain 1000 cups (Bulk)	50	112.06	5603.00
16-ounce plain 1000 cups (business direct)	1	112.06	112.06

Authorization of the contract does not appropriate funding to the program, rather it establishes the above listed prices for four (4) one (1) year terms.

Within the contract there are two possible purchasing paths: The City buying cups in bulk and the ability for businesses to purchase them directly from Food Loops. The City can purchase in bulk with a minimum of 50 cases per cup size. The contract also establishes a purchase price for businesses to purchase directly from Food Loops and benefit from the same price which the City pays. Another notable component of the contract is the plain vs. branded, giving the City flexibility to change the program should it be necessary in the future.

Currently, the City has 70,000 cups in reserves and anticipates transitioning to businesses purchasing the cups directly from Food Loops once the reserves are depleted (with ample notification time as to not disrupt the program). At this point in time, staff is not recommending moving to branded cups in order to make the program more profitable for both the City and businesses. The current cups have a green lettering band around them, making them distinguishable from other drinking vessels. A pivot to branded cups could be done in the future once the economic conditions in Fayetteville are on the rise. Thus far, the City has not experienced a financial loss providing the cups to participating businesses at no cost, rather the program operates with a profit to the City, even when the cups are provided for free:

\$7 Total Cost of Beverage		\$8 Total Cost of Beverage		\$9 Total Cost of Beverage	
Wristband Cost	0.03	Wristband Cost	0.03	Wristband Cost	0.03
12 Ounce Cup Cost	0.0852	12 Ounce Cup Cost	0.0852	12 Ounce Cup Cost	0.0852
Total Cost to City	0.1152	Total Cost to City	0.1152	Total Cost to City	0.1152
Wristband Cost	0.03	Wristband Cost	0.03	Wristband Cost	0.03
16 Ounce Cup Cost	0.11206	16 Ounce Cup Cost	0.11206	16 Ounce Cup Cost	0.11206
Total Cost to City	0.14206	Total Cost to City	0.14206	Total Cost to City	0.14206
Beverage	\$6	Beverage	\$7	Beverage	\$8
Business ORA Charge	\$1	Business ORA Charge	\$1	Business ORA Charge	\$1
Total Sale Price	\$7	Total Sale Price	\$8	Total Sale Price	\$9
Sales and HMR (4%)	\$0.28	Sales and HMR (4%)	\$0.32	Sales and HMR (4%)	\$0.36
Net Profit to City 12 ounce	\$0.16	Net Profit to City 12 ounce	\$0.20	Net Profit to City 12 ounce	\$0.24
Net Profit to City 16 ounce	\$0.14	Net Profit to City 16 ounce	\$0.18	Net Profit to City 16 ounce	\$0.22

The table below shows hypothetical tax revenue from ORA sales with businesses purchasing the cups directly from Food Loops. The transition to businesses purchasing their own cups comes for multiple reasons: The Department of Economic Vitality has depleted it's "promotional activities" funds for 2020, it shifts the management of cups from City staff to the businesses- essentially enabling ORA to operate fully at the management of participating businesses, and brings the district to in-line with other public consumption districts across the country:

RESTAURANT AND HOTEL SALES (4% TAX)

\$7 Total Cost of Beverage		\$8 Total Cost of Beverage		\$9 Total Cost of Beverage	
Wristband Cost	0.03	Wristband Cost	0.03	Wristband Cost	0.03
Total Cost to City	0.03	Total Cost to City	0.03	Total Cost to City	0.03
Wristband Cost	0.03	Wristband Cost	0.03	Wristband Cost	0.03
Total Cost to City	0.03	Total Cost to City	0.03	Total Cost to City	0.03
Beverage	\$6	Beverage	\$7	Beverage	\$8
Business ORA Charge	\$1	Business ORA Charge	\$1	Business ORA Charge	\$1
Total Sale Price	\$7	Total Sale Price	\$8	Total Sale Price	\$9
Sales and HMR (4%)	\$0.28	Sales and HMR (4%)	\$0.32	Sales and HMR (4%)	\$0.36
Net Profit to City 12 ounce	\$0.25	Net Profit to City 12 ounce	\$0.29	Net Profit to City 12 ounce	\$0.33
Net Profit to City 16 ounce	\$0.25	Net Profit to City 16 ounce	\$0.29	Net Profit to City 16 ounce	\$0.33

BAR AND PRIVATE CLUB SALES (2% TAX)

\$7 Total Cost of Beverage		\$8 Total Cost of Beverage		\$9 Total Cost of Beverage	
Wristband Cost	0.03	Wristband Cost	0.03	Wristband Cost	0.03
Total Cost to City	0.03	Total Cost to City	0.03	Total Cost to City	0.03
Wristband Cost	0.03	Wristband Cost	0.03	Wristband Cost	0.03
Total Cost to City	0.03	Total Cost to City	0.03	Total Cost to City	0.03
Beverage	\$6	Beverage	\$7	Beverage	\$8
Business ORA Charge	\$1	Business ORA Charge	\$1	Business ORA Charge	\$1
Total Sale Price	\$7	Total Sale Price	\$8	Total Sale Price	\$9
Sales (2%)	\$0.14	Sales (2%)	\$0.16	Sales (2%)	\$0.18
Net Profit to City 12 ounce	\$0.11	Net Profit to City 12 ounce	\$0.13	Net Profit to City 12 ounce	\$0.15
Net Profit to City 16 ounce	\$0.11	Net Profit to City 16 ounce	\$0.13	Net Profit to City 16 ounce	\$0.15

BUDGET/STAFF IMPACT:

This item has no direct cost to the City of Fayetteville.

Attachments:

Ordinance 6322

Bid 20-68 Recommendation for Award

Bid 20-68 Bid Packet

Contract with Food Loops

111.07 - Outdoor Refreshment Area

(A) *Definitions.*

- (1) *Customer* shall include a patron, guest, or member.
- (2) *Owner* shall include the owner, manager, or operator of an establishment permitted to sell alcoholic beverages.
- (3) *Permittee* shall mean the person or entity who has received an event permit from the City of Fayetteville allowing the outdoor consumption of alcoholic beverages within an established entertainment district.
- (4) *Limited open consumption district pilot program* shall mean a series of specific dates and times which occur on a limited basis in which a person or customer may purchase alcohol from participating businesses and consume said alcohol within a defined area with open streets within the Outdoor Refreshment Area. The dates and times, as well as any rules applicable to such a pilot program, shall be established by the Mayor.

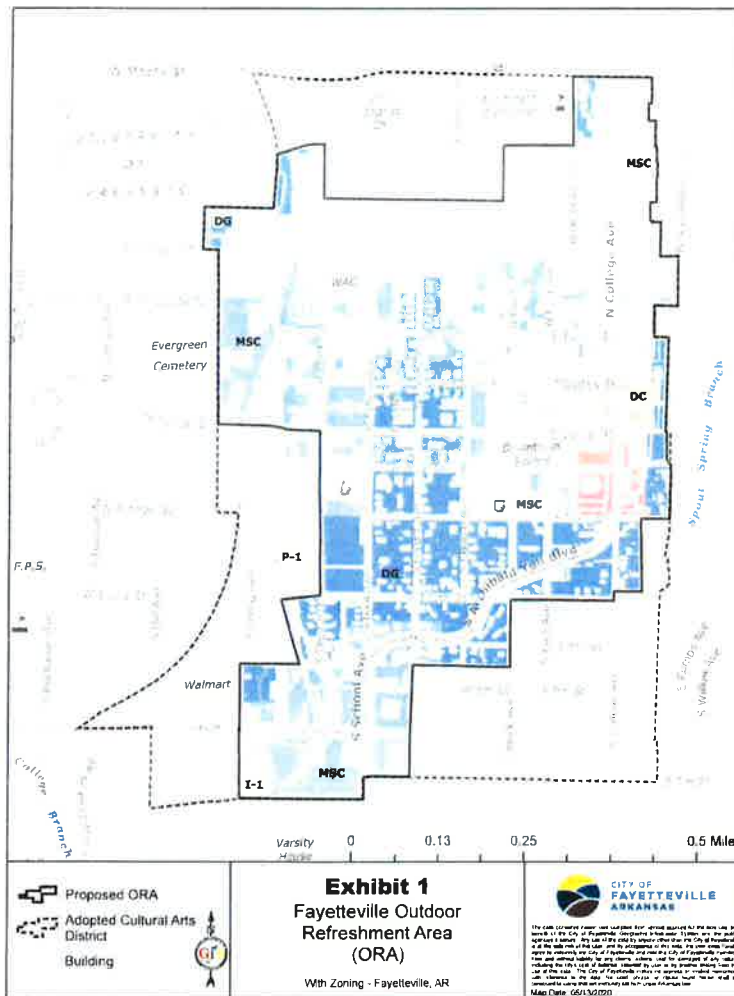
(B) *Creation and establishment of districts.* Pursuant to the authority granted by Ark. Code Ann. §14-54-1412, an entertainment district is hereby created with the areas and boundaries as set forth and designated on the map which is attached hereto as Exhibit 1 and incorporated herein. The district shall be known as the Outdoor Refreshment Area on the map attached as Exhibit 1.

(C) *Outdoor consumption of alcohol in public places.* The consumption of alcoholic beverages or possession of open containers of alcoholic beverages in public outdoor areas within the Outdoor Refreshment Area is prohibited with the exception of:

- (1) *Events with standing approval.* The outdoor consumption of alcohol may be allowed on public streets, sidewalks, rights-of-way, parking lots, or outdoor public areas within the areas designated for events with standing approval pursuant to the Fayetteville City Code. The prior written authorization of the Mayor shall be required, and additional conditions may be placed on the permittee, the event, and any owner who wishes to allow the owner's customers to participate in the event as part of the authorization. The areas designated for the outdoor consumption of alcohol at standing events shall be closed to vehicular traffic unless those areas fall within a limited consumption district pilot program in which case the rules for the open consumption district shall apply.
- (2) *Special event permits with specific approval.* A special event permit issued by the Mayor pursuant to §72.58(M) may authorize the outdoor consumption of alcohol on public streets, sidewalks, rights-of-way, parking lots, or outdoor public areas in certain areas and only during the times specified in the permit. Additional conditions may be placed on the permittee, the event, and any owner who wishes to allow the owner's customers to participate in the event as part of the authorization. Such areas may be closed to vehicular traffic.
 - (a) Organizers of events who wish to apply for the special event permit to allow open consumption of alcohol within the entire event area, rather than confining alcohol consumption to a limited area, shall complete the appropriate Notice of Proposed Closure for an Outdoor Refreshment Area Event Form as well as the standard Notice of Proposed Closure form.
 - (b) A business located adjacent to or within the event area may sell alcohol for open consumption in the event area only with the approval of the event organizer. If an event occurs during a time and within the area of a limited consumption district pilot program, business sales of alcohol for open consumption shall be permitted.
- (3) *Limited open consumption district pilot programs.* The Mayor may identify specific dates and times to authorize the implementation of a limited open consumption district pilot program within the Outdoor Refreshment Area. Such pilot program areas will not require street closures. Rules established by the Mayor applying to pilot program areas shall be distributed to business owners and signs shall be posted in conspicuous locations within the pilot program area:

- (a) At least twenty-one (21) days prior to the beginning of an open consumption pilot program, city staff will notify and identify participating businesses.
 - (b) The Mayor, by and through staff, shall notify the City Council Members by email or otherwise of the decision to implement a limited open consumption district pilot program. If at least two (2) City Council Members notify the City Clerk's Office in writing within seven (7) days of the Mayor's notification of his or her decision that they wish to appeal such decision, then the issue will be presented on the next City Council meeting in which the Mayor's decision could reasonably be considered. The City Council would then be able to decide by resolution whether to reverse the mayor's decision or upon what conditions (if any) the permit would be granted.
 - (c) The provisions of subsection 111.07(C)(3) shall expire on January 30, 2021.
- (D) *Conditions for consumption of alcoholic beverages in public outdoor areas.* Any owner within a designated area may allow a customer to exit the owner's premises during the hours designated in the special event permit or in an area defined in a limited consumption district pilot program with no more than one (1) open container of alcoholic beverages and consume said alcoholic beverages anywhere within the confines of the designated area in which the alcoholic beverage was obtained, subject to the following regulations:
- (1) An owner within the designated event area or in an area defined in a limited consumption district pilot program may allow alcoholic beverages to be removed from the licensed premises during special events with specific approval who have requested businesses be able to sell to attendees and/or during the times of the limited consumption district pilot program and only in a compostable or reusable cup, or other alternative container as certified by the Environmental Director as compatible with the city's recyclables collection program, that bears the proper city approved logo, and no such alcoholic beverages shall be removed from the permitted premises in a can, bottle, or glass container.
 - (2) No owner shall allow a customer to exit its premises with an open container of alcoholic beverage until the owner has placed a designated visible identifier on the customer, and it shall be unlawful for any person to exit such licensed premises with an open container without the required visible identifier.
 - (3) It shall be unlawful for a customer to enter any business regulated by the Arkansas Alcoholic Beverage Control Division with any alcoholic beverage that was not acquired at that location. A customer may not enter any other establishment with an open or closed container of alcoholic beverage without the consent of the owner or manager of the establishment.
 - (4) It shall be unlawful for any person to drink or attempt to drink any alcoholic beverage from a can, bottle, or glass container, or to possess any open can, bottle, or glass container of alcoholic beverages on the public streets, sidewalks, rights-of-way, and parking lots located within the Outdoor Refreshment Area.
 - (5) No container in which an alcoholic beverage is dispensed and removed from the licensed premises shall exceed sixteen (16) fluid ounces in size.
 - (6) No person shall possess on the public streets, sidewalks, rights-of-way, parking lots, or outdoor public areas located within the designated area any open alcoholic beverage container which exceeds sixteen (16) fluid ounces in size.
 - (7) No person shall possess on the sidewalks, public streets, rights-of-way, parking lots, or outdoor public areas any open alcoholic beverage container outside of the approved area of an event or the district.
 - (8) It shall be unlawful for a customer to distribute alcohol for open consumption obtained from a business participating in the Outdoor Refreshment Area to any other individual.
 - (9) It shall be unlawful to create, possess, or distribute fraudulent or unauthorized visible identifiers or cups within the Outdoor Refreshment Area.
 - (10) No person shall publicly consume within the Outdoor Refreshment Area any alcoholic beverage purchased outside of the Outdoor Refreshment Area.

- (E) *Sidewalk Cafes in the Outdoor Refreshment Area.* If an owner within the Outdoor Refreshment Area has also received a sidewalk cafe permit pursuant to §178.02 of the Unified Development Code:
- (1) The owner may serve alcoholic beverages in open containers during the hours of operation and in the areas authorized by the sidewalk cafe permit;
 - (2) Glass containers shall be allowed in the approved outdoor dining areas but shall not be removed from those areas; and
 - (3) No fencing or other enclosure of a permitted sidewalk cafe located within a designated outdoor refreshment area shall be required.
- (F) *State laws applicable to the Outdoor Refreshment Area.* All other Arkansas laws including, but not limited to, Ark. Code Ann. §3-3-201 et seq. (prohibited practices regarding alcoholic beverages), Ark. Code Ann. §5-71-207 (disorderly conduct), Ark. Code Ann. §5-71-212 (public intoxication), Ark. Code Ann. §5-71-218 (consumption of alcohol in a motor vehicle) remain in effect and will be enforced within the Outdoor Refreshment Area.
- (G) *Littering Prohibited.* No person shall violate the littering prohibition set forth in §98.07 of the Fayetteville City Code.



(Ord. No. 6322, §1(Exh. A), 6-4-2020)



This contract executed this _____ day of _____, 2020, between the City of Fayetteville, Arkansas (City) and **Food Loops, LLC (Vendor, Food Loops)** In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Food Loops** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per **Bid 20-68, Printed Compostable Cups** as stated in **Food Loops** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 20-68**, all included herein as if spelled out word for word.
 - a. Products shall be sold based on pricing presented in Appendix B, inclusive of any shipping and handling fees. All parties understand that Arkansas Sales taxes are not included in the bid pricing submitted by **Food Loops**. Invoicing shall include taxes as applicable to Arkansas state laws. The City of Fayetteville is not a tax-exempt entity.
 - b. The City of Fayetteville shall pay **Food Loops** for orders placed by an authorized representative for the City of Fayetteville.
 - c. **Food Loops** hereby agrees to sell items as presented priced **Food Loops** bid submittal to third parties and businesses participating in the City's Outdoor Refreshment Area. The City shall not be responsible for orders placed by City businesses or third parties.
 - A. **Food Loops** shall coordinate orders directly with third parties including billing, payment, delivery timeframes, etc.
 - d. **Food Loops** agrees to provide the City with reporting data on quantities sold to third parties under this contract.
 - e. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments. The City understands and agrees **Food Loops** terms with third parties is subject to their own evaluation,
2. The Contract documents which comprise the contract between the City of Fayetteville and **Food Loops** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. **Appendix A:** Bid package identified as **Bid 20-68, Printed Compostable Cups** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings and issued addenda.
 - b. **Appendix B:** **Food Loops** bid proposal.
 - c. **Appendix C:** Recommendation to Award inclusive of the Bid Tabulation

3. These Contract documents constitute the entire agreement between the City of Fayetteville and Food Loops and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Food Loops.
4. Food Loops shall not assign its duties under the terms of this agreement.
5. Food Loops agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Food Loops performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
6. Food Loops shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that applicable insurance coverage exists for the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Food Loops shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Food Loops.
 - a. Automobile coverage as required by Arkansas laws
 - b. Worker's Compensation as required by statute
7. Food Loops shall furnish proof of licensure as required by all local and state agencies.
8. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
9. Changes in scope or price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the Fayetteville City Council **in advance** of the change in scope, cost or fees.
10. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case. The City will not agree to be forced to mediate or arbitrate any dispute.
11. Contractor's Representations:
 - a. Food Loops is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
12. Contract Time:
 - a. This contract shall be valid for one year from the date of this contract and shall renew automatically for four one-year periods for a possible total contract term of five (5) years unless cancelled by either party.
13. Liquidated Damages: N/A
14. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all qualified small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2020.

CITY OF FAYETTEVILLE, ARKANSAS

FOOD LOOPS, LLC

By: _____

Lioneld Jordan, Mayor

By:  _____

Michael Kraus, Director of Operations

ATTEST:

By: _____

Kara Paxton, City Clerk Treasurer

Date Signed: _____

Date Signed: 10-1-2020

Contract for Bid 20-68

Appendix A

City Bid Package



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 20-68, Printed Compostable Cups

DEADLINE: Tuesday, August 18, 2020 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Adonis Bwashi, abwashi@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Sunday, July 26, 2020

INVITATION TO BID Bid 20-68, Printed Compostable Cups

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
Bid 20-68, Printed Compostable Cups
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 20-68, Printed Compostable Cups

The City is seeking bids from qualified vendors for the purchase of 12 & 16-ounce BPI certified compostable cold cups with full wrap printing multiple colors on an as-needed basis for a one (1) year term with the option to renew for four (4) additional one (1) year terms.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

All sealed bids are due by **Tuesday, August 18, 2020 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids>. All questions should be directed to Adonis Bwashi, (479)-575-8258, abwashi@fayetteville-ar.gov.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Adonis Bwashi, Purchasing Agent
P: 479.575.8258
abwashi@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 07/26/2020

DATE REQUIRED AS A COMPLETE UNIT: 15 CALENDAR DAYS FROM DATE OF ORDER

F.O.B. 113 W Mountain Fayetteville, AR 72701; OR directly to City Authorized Business.

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
1	12-ounce BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$ _____	\$ _____
1	12-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$ _____	\$ _____
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$ _____	\$ _____
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$ _____	\$ _____

TOTAL BASE BID: \$ _____

Please specify for Unit Bid:

Item 1 – Manufacturer _____ Model _____

**ALL BIDDERS SHALL COMPLETE THE “TECHNICAL SPECIFICATION” SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED “TECHNICAL SPECIFICATION” FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City reserves the right to award this bid based on the City’s best interest at the time of product order.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

Appendix A
Bid 20-68
City's Bid Package

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Adonis Bwashi, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Adonis Bwashi immediately via telephone (479.575.8220) or e-mail (abwashi@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Adonis Bwashi, City of Fayetteville, Purchasing Agent via e-mail (abwashi@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
27. **ATTACHMENTS TO BID DOCUMENTS:**
- a. The design of full wrap printing multiple colors attached.

ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATION" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a. _____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 All unit pricing shall include any shipping and handling fees. No additional fees shall be added.
- 1.4 Bidder shall state brand name for all items listed on the bid form. Bidder shall not substitute a different brand or grade without prior authorization from the City.
- 1.5 All products delivered shall be sealed and bear trademark of manufacturer. Vendor shall be a licensed re-packager for bulk and repackaged products.
- 1.6 All boxes delivered shall have Weights and Measures certified meters. Copies of current BPI certificates shall be provided.
- 1.7 The City staff shall be the sole judge of the sufficiency of quality material. Bidder warrants, represents, and assures that the products and services to be provided shall conform in all respects to the requirements of the specifications and as designed will meet the functional and performance standards contained herein and shall meet or exceed the representations contained in this bid.
- 1.8 Contract shall be for a term of one year from date of award. Contract may be extended for four (4) additional one-year term upon mutual agreement of the City and the vendor.
- 1.9 Prices shall remain form for one (1) year, beginning with the date approved by the Fayetteville City Council. Prices charged to the City by the Bidder may be increased up or decreased after the first contract term upon presentation of manufacturer documented price change from the BPI certified renewable & compostable cold cups manufacturer and upon the term such increase is applicable to all commercial users. Price increase or decrease shall not exceed actual cost change to the bidder. Price adjustments shall be limited to two (2) price changes per year after the first contract term of

one (1) year.

- 1.10 Quantities listed are approximate anticipated annual requirements based on prior purchases. The City intends to purchase the listed products from the successful bidder; however, no minimum purchase quantity is guaranteed.
- 1.11 Bidder agrees to sell products required for specific applications not listed in this bid from the same manufacturer at the same cost factor from published price list.
- 1.12 The City reserves the right to secure from another source if needed product cannot be delivered within the specified time; meaning that the City intends to select primary, secondary, and tertiary manufacturer/vendors on this bid award.
- 1.13 The City reserves the right to procure from other sources packaged BPI certified renewable & compostable cold cups products as deemed necessary to meet the needs of the City and for testing purposes, if required.
- 1.14 The City intends to allow direct purchases between City authorized businesses and the successful bidder and reserves the right to purchase bulk quantities for distribution to authorized businesses.

2. MANUFACTURER/MODEL -

2.1 Units described below are Eco-Products GreenStripe Cold Cups, transparent/green cold cups, which have been tested, approved, certified and/or registered according to the following standards (certification standards) under the BPI certification compostability mark:

- **ASTM D6400** Standard Specification for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities
- **ASTM D6868** Standard Specification for Labeling of End Items that Incorporate Plastics and Polymers as Coatings or Additives with Paper and Other Substrates Designed to be Aerobically Composed in Municipal or Industrial Facilities

Any deviation from this model must be approved and a demonstration may be required before acceptance of the bid.

2.2 Unit(s) bid shall be new, unused, and standard production model as offered for commercial trade.

3. TECHNICAL SPECIFICATIONS:

ITEM 1 – EP-CC12-GS GreenStripe Renewable & Compostable Cold Cups, 12 oz, (Case of 1000)

3.1 Capacity

- a. ____ 12 ounces
- b. ____ Color: Clear
- c. ____ Material: Plastic

3.2 Dimensions:

- a. ____ Item weight: 24.2 pounds
- b. ____ Size: 12-ounce cold cup
- c. ____ Model: EP-CC12-GS

3.3 Specifications:

- a. ____ Compostable, 12-ounce cold drink cup made from renewable resources
- b. ____ A smart alternative to the traditional party cup
- c. ____ Meets ASTM D6400 standards for compostability
- d. ____ Comes in a case of 1,000 cups

ITEM 1 – EP-CC16-GS GreenStripe Renewable & Compostable Cold Cups, 16 oz, (Case of 1000)

3.4 Capacity

- a. ____ 16 ounces
- b. ____ Color: Clear
- c. ____ Material: Plastic

3.5 Dimensions:

- a. ____ Item weight: 29.8 pounds
- b. ____ Size: 16-ounce cold cup
- c. ____ Model: EP-CC16-GS

3.6 Specifications:

- a. ____ Compostable, 16-ounce cold drink cup made from renewable resources
- b. ____ A smart alternative to the traditional party cup
- c. ____ Meets ASTM D6400 standards for compostability
- d. ____ Comes in a case of 1,000 cups

4. WARRANTY

- 4.1 Warranty shall include all cups, labor, and transportation to and from the location of the warranty service center.
- 4.2 Successful vendor shall be responsible for warranty administration of entire completed unit
- 4.3 Each unit shall be delivered with the following warranty documents which shall be placed into effect upon the first day of final acceptance of each unit:
 - a. ____ Manufacturer's warranty which shall be honored at any local manufacturer-authorized dealership.

5. STANDARDS

5.1 Each unit shall meet or exceed the following applicable standards:

- a. ____ Material Feature: Biodegradable, Compostable
- b. ____ External Testing Certification: ASTM D6400 Compliant, BPI Certified Compostable
- c. ____ Each unit meets or exceeds the specifications set in the ASTM D6400, as demonstrated by tests performed by an Approved Testing Laboratory according to the methodologies specified in these specifications and approved by BPI

d.____ Occupational Safety and Health Administration (OSHA) Standards

6. DELIVERY/DOCUMENTATION

6.1 All units shall be delivered FOB Destination to the City Hall, located at 113 W. Mountain Street, Fayetteville, AR 72704, for compliance review and final acceptance.

6.2 Delivery shall include the following documents as a minimum:

a.____ Manufacturer/Distributor invoice

b.____ Service Manual

6.3 Unit shall be fully assembled, serviced, and ready for operation as delivered.

7. MANUALS

7.1 The successful bidder agrees to furnish each of the following list of manuals:

a.____ BPI Certification License (number or copy)

b.____ Parts (OEM) Manual – one copy (Paper or electronic format acceptable)

c.____ Current copies of units and service manuals previously provided by vendor will satisfy this requirement

7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

Appendix A
Bid 20-68
City's Bid Package

Full wrap printing design multiple colors



1741008.01 GC16S 5 INK COLORS: WHITE GREY 445 TEAL 7717 GOLD 109 GREEN 7722

Full wrap printing design multiple colors



1741008.01 GC16S 5 INK COLORS: WHITE GREY 445 TEAL 7717 GOLD 109 GREEN 7722

Bid 20-68, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, August 04, 2020

To: All Prospective Vendors

From: Adonis Bwashi – 479.575.8258 – abwashi@fayetteville-ar.gov

RE: Bid 20-68, Printed Compostable Cups

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

Due to several questions concerning Bid 20-68, Printed Compostable Cups, a non-mandatory pre-bid meeting will be held **Tuesday August 11, 2020 at 11:00 AM virtually**. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform at www.fayetteville-ar.gov/bids. All interested parties are encouraged to attend.

Appendix A
Bid 20-68
City's Bid Package

Bid 20-68, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, August 14, 2020

To: All Prospective Vendors

From: Adonis Bwashi – 479.575.8258 – abwashi@fayetteville-ar.gov

RE: Bid 20-68, Printed Compostable Cups

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

To All Bidders and interested parties:

This Addendum includes a revised bid table information on Bid 20-68 which shall be used by all bidders. Failure to submit the correct revised bid table in a sealed format shall result in bid rejection. Bidders shall submit an electronic physical copy of the enclosed revised bid form, this addendum, and all other required documents.

1. The following are additions and clarifications to the required line items specifications:
 - a. The **Addendum 2**, which included a revised bid form information, represents the accurate Bid Table.
 - b. All bidders and interested parties should provide the price for cases of 16-ounce **plain** and 12-ounce **plain** BPI certified compostable cups for both the City to purchase, same minimums, and **businesses** to directly purchase.

City of Fayetteville
 Bid 20-68, Printed Compostable Cups
 Bid Form

F.O.B. 113 W Mountain Fayetteville, AR 72701; OR directly to City Authorized Business.

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
1	12-ounce BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$ _____	\$ _____
1	12-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$ _____	\$ _____
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$ _____	\$ _____
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$ _____	\$ _____
3	12-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$ _____	\$ _____
3	12-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$ _____	\$ _____
4	16-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$ _____	\$ _____
4	16-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$ _____	\$ _____

TOTAL BASE BID: \$ _____

Contract for Bid 20-68

Appendix B

Bid Submittal –

Food Loops, LLC

Item Number	ITEM DESCRIPTION	Quantity Required	Unit Price
No Basket (8)			
#0-1	12-ounce BPI Certified Renewable & Con	50	95.47
#0-2	12-ounce BPI Certified Renewable & Con	1	95.47
#0-3	16-ounce BPI Certified Renewable & Con	50	118.43
#0-4	16-ounce BPI Certified Renewable & Con	1	118.43
#0-5	12-ounce Plain BPI Certified Renewable &	50	85.2
#0-6	12-ounce Plain BPI Certified Renewable &	1	85.2
#0-7	16-ounce Plain BPI Certified Renewable &	50	112.06
#0-8	16-ounce Plain BPI Certified Renewable &	1	112.06

Back to Project

Bid 20-68, Printed Compostable Cups - Proposal Data

Show/Hide



Search

Supplier

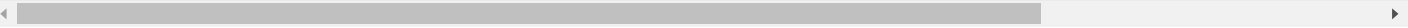
Arkansas Secretary of State Filling #

Food Loops

811149533

Scorecard

Open...

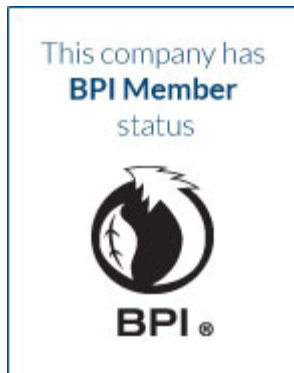


Compostable Cups Product Manual & BPI Certification

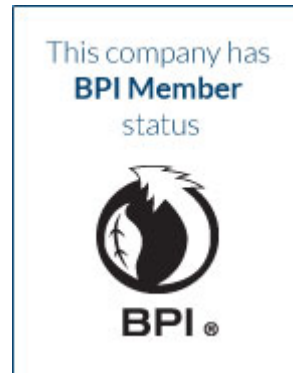
BPI Certification

- Fabrikal: certification # 891006-1
- Primeware, made by AmerCareRoyal, LLC: certification # 1444084

Fabrikal



Primeware by AmerCareRoyal



Fabrication:

- **Fabrikal (BRANDED)** - All cups are made in the United States.
- **Primeware (PLAIN)** – All cups are made overseas

Lead times:

Branded:

- Scenario 1: Fayetteville is purchasing in bulk from Food Loops:
 - Custom, branded cup take 4-6 weeks from the approval time to delivery.
- Scenario 2: Individual restaurants are purchasing cases from Food Loops
 - Food Loops delivers M-Sat.
 - Food Loops delivers in 1-2 days (usually within 24 hours)

Plain:

- Scenario 1: Fayetteville is purchasing in bulk from Food Loops:
 - Custom, branded cup take 2-4 weeks from the approval time to delivery.
- Scenario 2: Individual restaurants are purchasing cases from Food Loops
 - Food Loops delivers M-Sat.
 - Food Loops delivers in 1-2 days (usually within 24 hours)

Fabrikal:

ITEM 1 –Renewable & Compostable Cold Cups, 12 oz, (Case of 1000)

PRODUCT GC1214

PART # 9509104

MATERIAL PLA

BAGS/QTY. EA. 20/50

TOP DIA X BASE DIA X HT (IN.) 3.6 X 2.3 X 4.2

CASE QTY. 1,000

WEIGHT (LBS) 27.4

CUBE (FT3) 2.9

TIER/HEIGHT 6/5

CASE DIMS (IN.) 18.9 X 15.3 X 17.6

ITEM 2 –Renewable & Compostable Cold Cups, 16 oz, (Case of 1000)

PRODUCT GC16S

PART # 9509106

MATERIAL PLA

BAGS/QTY. EA. 20/50

TOP DIA X BASE DIA X HT (IN.) 3.9 X 2.5 X 4.7

CASE QTY. 1,000

WEIGHT (LBS) 31.7

CUBE (FT3) 4

TIER/HEIGHT 6/4

CASE DIMS (IN.) 20.2 X 16.3 X 21

Primeware:

ITEM 1 –Renewable & Compostable Cold Cups, 12 oz, (Case of 1000)

PRODUCT CCP-12

MATERIAL PLA

BAGS/QTY. EA. 20/50

CASE QTY. 1,000

WEIGHT (LBS) 23.6

TIER/HEIGHT 4/4

CASE DIMS (IN.) L: 19.8 IN W: 15.9 IN H: 16.7 IN

ITEM 2 –Renewable & Compostable Cold Cups, 16 oz, (Case of 1000)

PRODUCT CCP-16

MATERIAL PLA

BAGS/QTY. EA. 20/50

CASE QTY. 1,000

WEIGHT (LBS) 28.9

TIER/HEIGHT 2/7

CASE DIMS (IN.) L: 19.8 IN W: 15.9 IN H: 19.7 IN



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 20-68, Printed Compostable Cups

DEADLINE: Tuesday, August 18, 2020 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Adonis Bwashi, abwashi@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Sunday, July 26, 2020

INVITATION TO BID Bid 20-68, Printed Compostable Cups

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

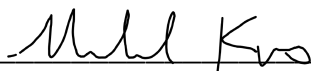
Name of Firm: Food Loops

Contact Person: Michael Kraus Title: Director of Operations

E-Mail: michael@foodloops.net Phone: 479-755-4511

Business Address: 5413 S Pleasant Way

City: Rogers State: AR Zip: 72758

Signature:  Date: 7-28-2020

City of Fayetteville
Bid 20-68, Printed Compostable Cups
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 20-68, Printed Compostable Cups

The City is seeking bids from qualified vendors for the purchase of 12 & 16-ounce BPI certified compostable cold cups with full wrap printing multiple colors on an as-needed basis for a one (1) year term with the option to renew for four (4) additional one (1) year terms.

Bidders shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the Project is located.

All sealed bids are due by **Tuesday, August 18, 2020 before 2:00 PM, Local Time**. All bids are due before the time stated. Late bids shall not be accepted. City of Fayetteville reserves the right to deviate from the estimated purchase quantities. Bids will be opened and read aloud immediately following the stated deadline.

Bid forms can be downloaded from the City's website at <http://fayetteville-ar.gov/bids>. All questions should be directed to Adonis Bwashi, (479)-575-8258, abwashi@fayetteville-ar.gov.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Adonis Bwashi, Purchasing Agent
P: 479.575.8258
abwashi@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 07/26/2020

DATE REQUIRED AS A COMPLETE UNIT: 15 CALENDAR DAYS FROM DATE OF ORDER

F.O.B. 113 W Mountain Fayetteville, AR 72701; OR directly to City Authorized Business.

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
1	12-ounce BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$ _____ SEE ADDENDUM 2	\$ _____
1	12-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$ _____	\$ _____
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$ _____	\$ _____
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$ _____	\$ _____

TOTAL BASE BID: \$ _____

Lead times (ON CUSTOM)

- Scenario 1 - Bulk to City of Fayetteville:
 - Custom, branded cup take 4-6 weeks from the approval time to delivery.
- Scenario 2 Business Direct:
 - Food Loops delivers M-Sat.
 - Food Loops delivers in 1-2 days (usually within 24 hours).

Fabrication: All FABRIKAL cups are made in the United States.

Please specify for Unit Bid:

Item 1 – Manufacturer Fabrikal* Model GC1214 and GC16S *Fabrikal for branded
Primeware** CCP-12 & CCP-16 **Primeware for plain cups

**ALL BIDDERS SHALL COMPLETE THE “TECHNICAL SPECIFICATION” SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED “TECHNICAL SPECIFICATION” FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City reserves the right to award this bid based on the City’s best interest at the time of product order.

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Food Loops

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Food Loops, LLC

*BUSINESS ADDRESS: 5413 S Pleasant Way

*CITY: Rogers

*STATE: AR

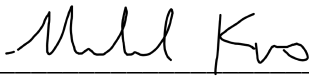
*ZIP: 72758

*PHONE: 479-755-4511

FAX: _____

*E-MAIL: michael@foodloops.net

*BY: (PRINTED NAME) Michael Kraus

*AUTHORIZED SIGNATURE: 

*TITLE: Director of Operations

DUNS NUMBER: 093132117

CAGE NUMBER: 844M4

*TAX ID NUMBER: 82-3452388

Acknowledge Addendums:

Addendum No. 1 Dated: 8-4-2020 Acknowledged by: Michael Kraus

Addendum No. 2 Dated: 8-17-2020 Acknowledged by: Michael Kraus

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

ALL BIDDERS SHALL COMPLETE THE "TECHNICAL SPECIFICATION" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THE PROVIDED "TECHNICAL SPECIFICATION" FORM
IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Adonis Bwashi, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: “bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

The successful bidder(s) agrees to indemnify the City and hold it harmless from and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the City.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Adonis Bwashi immediately via telephone (479.575.8220) or e-mail (abwashi@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Adonis Bwashi, City of Fayetteville, Purchasing Agent via e-mail (abwashi@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. The design of full wrap printing multiple colors attached.

ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATION" SECTION WITH BID. FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a. _____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums, unless otherwise noted.
- 1.3 All unit pricing shall include any shipping and handling fees. No additional fees shall be added.
- 1.4 Bidder shall state brand name for all items listed on the bid form. Bidder shall not substitute a different brand or grade without prior authorization from the City.
- 1.5 All products delivered shall be sealed and bear trademark of manufacturer. Vendor shall be a licensed re-packager for bulk and repackaged products.
- 1.6 All boxes delivered shall have Weights and Measures certified meters. Copies of current BPI certificates shall be provided.
- 1.7 The City staff shall be the sole judge of the sufficiency of quality material. Bidder warrants, represents, and assures that the products and services to be provided shall conform in all respects to the requirements of the specifications and as designed will meet the functional and performance standards contained herein and shall meet or exceed the representations contained in this bid.
- 1.8 Contract shall be for a term of one year from date of award. Contract may be extended for four (4) additional one-year term upon mutual agreement of the City and the vendor.
- 1.9 Prices shall remain form for one (1) year, beginning with the date approved by the Fayetteville City Council. Prices charged to the City by the Bidder may be increased up or decreased after the first contract term upon presentation of manufacturer documented price change from the BPI certified renewable & compostable cold cups manufacturer and upon the term such increase is applicable to all commercial users. Price increase or decrease shall not exceed actual cost change to the bidder. Price adjustments shall be limited to two (2) price changes per year after the first contract term of

one (1) year.

- 1.10** Quantities listed are approximate anticipated annual requirements based on prior purchases. The City intends to purchase the listed products from the successful bidder; however, no minimum purchase quantity is guaranteed.
- 1.11** Bidder agrees to sell products required for specific applications not listed in this bid from the same manufacturer at the same cost factor from published price list.
- 1.12** The City reserves the right to secure from another source if needed product cannot be delivered within the specified time; meaning that the City intends to select primary, secondary, and tertiary manufacturer/vendors on this bid award.
- 1.13** The City reserves the right to procure from other sources packaged BPI certified renewable & compostable cold cups products as deemed necessary to meet the needs of the City and for testing purposes, if required.
- 1.14** The City intends to allow direct purchases between City authorized businesses and the successful bidder and reserves the right to purchase bulk quantities for distribution to authorized businesses.

2. MANUFACTURER/MODEL -

2.1 Units described below are Eco-Products GreenStripe Cold Cups, transparent/green cold cups, which have been tested, approved, certified and/or registered according to the following standards (certification standards) under the BPI certification compostability mark:

- **ASTM D6400** Standard Specification for Labeling of Plastics Designed to be Aerobically Composted in Municipal or Industrial Facilities
- **ASTM D6868** Standard Specification for Labeling of End Items that Incorporate Plastics and Polymers as Coatings or Additives with Paper and Other Substrates Designed to be Aerobically Composed in Municipal or Industrial Facilities

Any deviation from this model must be approved and a demonstration may be required before acceptance of the bid.

2.2 Unit(s) bid shall be new, unused, and standard production model as offered for commercial trade.

3. TECHNICAL SPECIFICATIONS:

ITEM 1 – EP-CC12-GS GreenStripe Renewable & Compostable Cold Cups, 12 oz, (Case of 1000)

3.1 Capacity

- a. ☒ 12 ounces
b. ☒ Color: Clear
c. ☒ Material: Plastic

3.2 Dimensions:

- | | branded | plain |
|--|---|--|
| a. <input type="checkbox"/> Item weight: 24.2 pounds | 27.4 pounds | a. <input type="checkbox"/> 23.6 pounds |
| b. <input checked="" type="checkbox"/> Size: 12-ounce cold cup | | b. <input checked="" type="checkbox"/> |
| c. <input type="checkbox"/> Model: EP-CC12-GS | Brand: Fabrikal Model: GC1214 | c. <input type="checkbox"/> Primeware
model: CCP-12 |

3.3 Specifications:

- a. ☒ Compostable, 12-ounce cold drink cup made from renewable resources
- b. ☒ A smart alternative to the traditional party cup
- c. ☒ Meets ASTM D6400 standards for compostability
- d. ☒ Comes in a case of 1,000 cups

ITEM 1 – EP-CC16-GS GreenStripe Renewable & Compostable Cold Cups, 16 oz, (Case of 1000)

3.4 Capacity

- a. ☒ 16 ounces
- b. ☒ Color: Clear
- c. ☒ Material: Plastic

3.5 Dimensions:

- a. ☐ Item weight: 29.8 pounds 31.7 pounds a. ☐ 28.9 pounds
- b. ☒ Size: 16-ounce cold cup b. ☒
- c. ☐ Model: EP-CC16-GS Brand: Fabrikal Model: GC16S c. ☐ Primeware
model: CCP-16

3.6 Specifications:

- a. ☒ Compostable, 16-ounce cold drink cup made from renewable resources
- b. ☒ A smart alternative to the traditional party cup
- c. ☒ Meets ASTM D6400 standards for compostability
- d. ☒ Comes in a case of 1,000 cups

4. WARRANTY

- 4.1 Warranty shall include all cups, labor, and transportation to and from the location of the warranty service center.
- 4.2 Successful vendor shall be responsible for warranty administration of entire completed unit
- 4.3 Each unit shall be delivered with the following warranty documents which shall be placed into effect upon the first day of final acceptance of each unit:
 - a. ☒ Manufacturer's warranty which shall be honored at any local manufacturer-authorized dealership.

5. STANDARDS

5.1 Each unit shall meet or exceed the following applicable standards:

- a. ☒ Material Feature: Biodegradable, Compostable
- b. ☒ External Testing Certification: ASTM D6400 Compliant, BPI Certified Compostable
- c. ☒ Each unit meets or exceeds the specifications set in the ASTM D6400, as demonstrated by tests performed by an Approved Testing Laboratory according to the methodologies specified in these specifications and approved by BPI

d. ☒ Occupational Safety and Health Administration (OSHA) Standards

6. DELIVERY/DOCUMENTATION

6.1 All units shall be delivered FOB Destination to the City Hall, located at 113 W. Mountain Street, Fayetteville, AR 72704, for compliance review and final acceptance.

6.2 Delivery shall include the following documents as a minimum:

a. ☒ Manufacturer/Distributor invoice

b. ☒ Service Manual

6.3 Unit shall be fully assembled, serviced, and ready for operation as delivered.

7. MANUALS

7.1 The successful bidder agrees to furnish each of the following list of manuals:

a. ☒ BPI Certification License (number or copy)

b. ☒ Parts (OEM) Manual – one copy (Paper or electronic format acceptable)

c. ☒ Current copies of units and service manuals previously provided by vendor will satisfy this requirement

7.2 Payment(s) may be held until all manuals and certifications are delivered to the City of Fayetteville.

Full wrap printing design multiple colors



Bid 20-68, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Friday, August 14, 2020

To: All Prospective Vendors

From: Adonis Bwashi – 479.575.8258 – abwashi@fayetteville-ar.gov

RE: Bid 20-68, Printed Compostable Cups

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

To All Bidders and interested parties:

This Addendum includes a revised bid table information on Bid 20-68 which shall be used by all bidders. Failure to submit the correct revised bid table in a sealed format shall result in bid rejection. Bidders shall submit an electronic physical copy of the enclosed revised bid form, this addendum, and all other required documents.

1. The following are additions and clarifications to the required line items specifications:
 - a. The **Addendum 2**, which included a revised bid form information, represents the accurate Bid Table.
 - b. All bidders and interested parties should provide the price for cases of 16-ounce **plain** and 12-ounce **plain** BPI certified compostable cups for both the **City** to purchase, same minimums, and **businesses** to directly purchase.

Clarification:

Food Loops uses different brands (both BPI certified) for branded vs. plain cups.

We use Fabrikal for branded cups - made in USA

We use Primeware for plain cups - made in Asia

City of Fayetteville
 Bid 20-68, Printed Compostable Cups
 Bid Form

F.O.B. 113 W Mountain Fayetteville, AR 72701; OR directly to City Authorized Business.

ITEM:	DESCRIPTION	QTY	*PRICE EACH	*TOTAL PRICE
1	12-ounce BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$ <u>95.47</u>	\$ <u>\$4,773.50</u>
1	12-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$ <u>95.47</u>	\$ <u>95.47</u>
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$ <u>118.43</u>	\$ <u>5,921.50</u>
2	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$ <u>118.43</u>	\$ <u>118.43</u>
3	12-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$ <u>85.20</u>	\$ <u>4,260.00</u>
3	12-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$ <u>85.20</u>	\$ <u>85.20</u>
4	16-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$ <u>112.06</u>	\$ <u>5,603.00</u>
4	16-ounce <u>Plain</u> BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$ <u>112.06</u>	\$ <u>112.06</u>

TOTAL BASE BID: \$ 20,969.16

Contract for Bid 20-68

Appendix C

Recommendation for Award



BID TABULATION

BID 20-68, PRINTED COMPOSTABLE CUPS

			Food Loops	
			Total Cost	\$20,969.16
Line Item #	Item Description	Quantity Required	Unit Price	Total Cost
1	12-ounce BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$95.47	\$4,773.50
2	12-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$95.47	\$95.47
3	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$118.43	\$5,921.50
4	16-ounce BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$118.43	\$118.43
5	12-ounce Plain BPI Certified Renewable & Compostable cold cups (1000 cups/case, bulk)	50	\$85.20	\$4,260.00
6	12-ounce Plain BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct)	1	\$85.20	\$85.20
7	16-ounce Plain BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Bulk)	50	\$112.06	\$5,603.00
8	16-ounce Plain BPI Certified Renewable & Compostable cold cups (Qty. 1000 cups/case, Business Direct.)	1	\$112.06	\$112.06

*NOTICE: Final Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials.

Bid 20-68, Printed Compostable Cups

Project Overview

Project Details	
Reference ID	Bid 20-68, Printed Compostable Cups
Project Name	Bid 20-68, Printed Compostable Cups
Project Owner	Andrea Foren
Project Type	IFB
Department	Purchasing
Project Description	The City is seeking bids from qualified vendors for the purchase of 12 & 16-ounce BPI certified compostable cold cups with full wrap printing multiple colors on an as-needed basis for a one (1) year term with the option to renew for four (4) additional one (1) year terms.
Open Date	Jul 27, 2020 12:00 AM CDT
Close Date	Aug 18, 2020 2:00 PM CDT

Highest Scoring Supplier	Score
Food Loops	100 pts

Seal status

Requested Information	Unsealed on	Unsealed by
W-9 Form	Aug 18, 2020 2:02 PM CDT	Adonis Bwashi
Arkansas Secretary of State Filling #	Aug 18, 2020 2:02 PM CDT	Adonis Bwashi
Bid document - (Completed & signed)	Aug 18, 2020 2:02 PM CDT	Adonis Bwashi
Bid Tab 20-68, Printed Compostable Cups (BT-23AS)	Aug 18, 2020 2:02 PM CDT	Adonis Bwashi
BPI Certification License (number or copy)	Aug 18, 2020 2:02 PM CDT	Adonis Bwashi

Conflict of Interest

Declaration of Conflict of Interest You have been chosen as a Committee member for this Evaluation. Please read the following information on conflict of interest to see if you have any problem or potential problem in serving on this committee. ## Code of Conduct All information related to submissions received from Suppliers or Service Providers must be kept confidential by Committee members. ## Conflict of Interest No member of a Committee shall participate in the evaluation if that Committee member or any member of his or her immediate family: * has direct or indirect financial interest in the award of the contract to any proponent; * is currently employed by, or is a consultant to or under contract to a proponent; * is negotiating or has an arrangement concerning future employment or contracting with any proponent; or, * has an ownership interest in, or is an officer or director of, any proponent. Please sign below acknowledging that you have received and read this information. If you have a conflict or potential conflict, please indicate your conflict on this acknowledgment form with information regarding the conflict. I have read and understood the provisions related to the conflict of interest when serving on the Evaluation Committee. If any such conflict of interest arises during the Committee's review of this project, I will immediately report it to the Purchasing Director.

Name	Date Signed	Has a Conflict of Interest?
Adonis Bwashi	Aug 18, 2020 2:02 PM CDT	No

Public Notices

Pre-Bid Meeting: Bid 20-68, ORA Compostable Cups

Adonis Bwashi, Aug 04, 2020 4:31 PM CDT

Due to several questions concerning Bid 20-68, Printed Compostable Cups, a non-mandatory pre-bid meeting will be held Tuesday August 11, 2020 at 11:00 AM virtually. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform at www.fayetteville-ar/gov/bids. All interested parties are encouraged to attend.

Project Details Have Changed

Adonis Bwashi, Aug 04, 2020 4:31 PM CDT

- Project Public Files changed

Bid 20-68, Addendum 2 - Project Details Have Changed

Adonis Bwashi, Aug 13, 2020 3:25 PM CDT

To All Bidders and interested parties: - Project Requested Information changed - Bid 20-68, Bid Form changed - Project Public Files changed. This Addendum (#2) includes a revised bid table information on Bid 20-68 which shall be used by all bidders. Failure to submit the correct revised bid table in a sealed format shall result in bid rejection. Bidders shall submit an electronic physical copy of the enclosed revised bid form, this addendum, and all other required documents. 1. The following are additions and clarifications to the required line items specifications: a. The Addendum 2, which included a revised bid form information, represents the accurate Bid Table. b. All bidders and interested parties should provide the price for cases of 16-ounce plain and 12-ounce plain BPI certified compostable cups for both the City to purchase, same minimums, and businesses to directly purchase. Please contact us if you need further information.

Submissions

Supplier	Date Submitted	Name	Email	Confirmation Code
Food Loops	Aug 16, 2020 10:19 PM CDT	Michael Kraus	Michael@foodloops.net	OTUwNzE=


Proposal Scores

Food Loops - Scoring Summary

Evaluation Group 1 - Main Evaluation

	Total	Total Base Bid
Reviewer	/ 100 pts	/ 100 pts
Adonis Bwashi	100 pts	\$20,969.16
	Average:	\$20,969.16
		↓
Calculated:	100 pts	100 pts (\$20,969.16)

Signatures

Name	Signatures
Andrea Foren (Project Owner)	<div data-bbox="586 478 732 579">Andrea Foren</div> <div data-bbox="789 474 972 583">Digitally signed by Andrea Foren Date: 2020.08.28 14:52:45 -05'00'</div>
Adonis Bwashi (Evaluator)	<div data-bbox="634 659 870 743"></div> <div data-bbox="976 642 1403 758">Digitally signed by Adonis Bwashi DN: cn=Adonis Bwashi, email=abwashi@fayetteville-ar.gov, c=US Date: 2020.08.19 15:30:45 -05'00'</div>