



STATE OF ARKANSAS

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, Arkansas 72201

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	710-22-0015	Solicitation Issued:	November 5, 2021
Description:	Trash Can Liners		
Agency:	Department of Human Services,		

SUBMISSION DEADLINE			
Bid Submission Date/Time	November 15, 2021 @ 1:00 p.m. Central Time	Bid Opening Date/Time:	November 15, 2021 @ 2:00 p.m., Central Time
<p>Bids shall not be accepted after the designated bid submission date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of contractors to submit proposals at the designated location on or before the bid submission date and time. Bids received after the designated bid submission date and time shall be considered late and shall be returned to the contractor without further review. It is not necessary to return "no bids" to the Office of Procurement.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Slot W345 Little Rock, AR 72201
United States mail (USPS):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.	
Bid's Outer Packaging:	Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes. <ul style="list-style-type: none">• Bid number• Date and time of bid opening• Prospective Contractor's name and return address

OFFICE OF PROCUREMENT CONTACT INFORMATION			
OP Buyer:	Chorsie Burns	Buyer's Direct Phone Number:	501-682-6327
Email Address:	chorsie.burns@dhs.arkansas.gov	DHS's Main Number:	501-396-6045
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) to obtain pricing and a contract(s) for trash can liners.

1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.

1.3 TYPE OF CONTRACT

- A. A Term contract will be awarded to multiple contractors.
- B. Any resultant contract of this *Bid Solicitation* **shall** be subject to State approval processes which may include Legislative review.
- C. The term of this contract **shall** be for one (1) year. The anticipated starting date for the contract is December 15, 2021. Upon agreement by the contractor and agency the contract may be renewed by the Office of Procurement (OP) on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total aggregate contract term of seven (7) years.

1.4 ISSUING AGENCY

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Contractor questions regarding this Bid Solicitation should be made through the State's buyer as shown on page two of this document. Contractor's questions will be answered as a courtesy and at contractor's own risk.

1.5 BID OPENING LOCATION

Bids submitted by the opening time and date **shall** be opened at the following location:

Department of Human Services
Office of Procurement
700 Main Street
Little Rock, AR 72201

Contractors wishing to attend the bid opening must report to the main entrance location, Arkansas Department of Human Services, Donaghey Plaza South Building, 700 Main Street, Little Rock, Arkansas 72201 and check in with the receptionist. All attendees are required to obtain security clearance upon entrance to the building by submitting a current, valid photo ID, preferably a driver's license, to the Security Officer at the reception area. The Security Officer will issue a visitor's badge which must be worn at all times. Before leaving the bid opening, visitors are required to return the visitor's badge to the Security Officer and retrieve their ID. The receptionist is to contact the buyer, for the contractor, for more detailed directions to the bid opening location.

When circumstances warrant, DHS may elect to conduct the bid opening entirely via video conference. If DHS makes this election, DHS shall post a link to the video conference on its website. If the bid opening will be conducted entirely via video conference, individuals will not be permitted to attend in-person.

1.6 DEFINITION OF REQUIREMENT

- A. The words "**must**" and "**shall**" signify a Requirement of this solicitation and that contractor's agreement to and compliance with that item is mandatory.
- B. Exceptions taken to any Requirement in this *Bid Solicitation*, whether submitted in the contractor's bid or in subsequent correspondence, **shall** cause the contractor's bid to be disqualified.

1.7 DEFINITION OF TERMS

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. The words "bidder," "contractor," and "contractor" are used synonymously in this document.
- C. The terms "Invitation for Bid", "IFB" and "Bid Solicitation" are used synonymously in this document.

1.8 RESPONSE DOCUMENTS

A. Bid Response Packet

- 1. An official authorized to bind the contractor(s) to a resultant contract **must** sign the *Bid Signature Page*.
- 2. Contractor's signature on this page **shall** signify contractor's agreement that either of the following **shall** cause the contractor's bid to be disqualified:
 - a. Additional terms or conditions submitted intentionally or inadvertently.
 - b. Any exception that conflicts with a Requirement of this *Bid Solicitation*.
- 3. The following items **shall** be submitted with the *Bid Response Packet in a sealed envelope*:
 - a. EO 98-04 Disclosure Form (Attachment A).
 - b. Copy of Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
 - c. Signed addenda to this IFB, if applicable. (See Requirement of Addendum.)
 - d. Documentation that contractor meets the minimum qualifications outlined in this IFB. (See *Minimum Qualifications*.)
- 4. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information. **Submit one (1) electronic copy of the response packet, excluding the Official Bid Price Sheet, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. Official Bid Price Sheet. (See *Pricing*.)

- 5. Contractor's original *Official Bid Price Sheet* **must** be submitted in hard copy format.
- 6. Contractor should also submit one (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive, in a single PDF file.
- 7. The *Official Bid Price Sheet*, including the hard copy and electronic copy, must be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Contractor must not include any pricing in the hard copies or electronic copies of the *Bid Response Packet*.

1.9 AGREEMENT AND COMPLIANCE PAGES

- A. Contractor **must** sign all *Agreement and Compliance Pages* relevant to each section of the *Bid Solicitation Document*. The *Agreement and Compliance Pages* are included in the *Bid Response Packet*.
- B. Contractor's signature on these pages **shall** signify agreement to and compliance with all requirements within the designated section.

1.10 SUBCONTRACTORS

- A. Contractor **must** complete, sign and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate contractor's intent to utilize, or to not utilize, subcontractors.
- B. Additional subcontractor information may be required or requested in following sections of this *Bid Solicitation*. **Do not** attach any additional information to the *Proposed Subcontractors Form*.
- C. The utilization of any proposed subcontractor is subject to approval by the State agency.

1.11 PRICING

- A. Contractor(s) **must** include all pricing on the Official Bid Price Sheet(s) only. Any cost not identified by the successful contractor but subsequently incurred in order to achieve successful operation **shall** be borne by the contractor. The *Official Bid Price Sheet* is provided in the Bid Response Packet.
- B. A justification of prices quoted should be attached to the *Official Bid Price Sheet*.
- C. To allow time to evaluate bids, prices **must** be valid for one hundred twenty (120) days following the bid opening.
- D. Failure to complete and submit the *Official Bid Price Sheet* **shall** result in disqualification.
- E. All bid pricing **must** be in United States dollars and cents.
- F. The Official Bid Price Sheet may be reproduced as needed.
- G. The *Official Bid Price Sheet* and accompanying price justification **must** be separately sealed from the *Bid Response Packet*.

1.12 PRIME CONTRACTOR RESPONSIBILITY

- A. A joint bid submitted by two (2) or more contractors is acceptable. However, a single contractor **must** be identified as the prime contractor.
- B. The prime contractor **shall** be held responsible for the contract and **shall** be the sole point of contact.

1.13 INDEPENDENT PRICE DETERMINATION

- A. By submission of this bid, the contractor certifies, and in the case of a joint response, each party thereto certifies as to its own organization, that in connection with this bid:
 - 1. The prices in the bid have been arrived at independently, without collusion.
 - 2. No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion **shall** warrant consideration of this bid by the Office of the Attorney General. All contractors **shall** understand that this paragraph may be used as a basis for litigation.

1.14 PROPRIETARY INFORMATION

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- D. Under no circumstances will pricing information be designated as confidential.

- E. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- F. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under FOIA without further notice to the Prospective Contractor.
- I. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA.
- J. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- K. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 CAUTION TO CONTRACTORS

- A. Prior to any contract award, all communication concerning this *Bid Solicitation* **must** be addressed through OP.
- B. Contractor **must not** alter any language in any solicitation document provided by the State.
- C. Contractor **must not** alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- E. Bids **must** be submitted in the English language.
- F. The State **shall** have the right to award or not award a contract, if it is in the best interest of the State to do so.
- G. Contractor **must** provide clarification of any information in their response documents as requested by OP.
- H. Bids **must** meet or exceed all defined specifications as set forth in this *Bid Solicitation*.
- I. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
- o J. Contractors may submit multiple bids.

1.16 REQUIREMENT OF ADDENDUM

- A. This *Bid Solicitation* **shall** be modified only by an addendum written and authorized by OP.
- B. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The contractor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:
<https://humanservices.arkansas.gov/do-business-with-dhs>
<https://www.arkansas.gov/dfa/procurement/bids/index.php>

1.17 AWARD PROCESS**A. Contractor Selection**

1. Award **shall** be made on a per line-item basis to the lowest responsive bidder. Bidders must meet minimum qualifications. Bids **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
2. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council and the availability of State funds. Changes to any non-financial portion of this agreement may be made with the agreement of both DHS and the Contractor.

B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest responsive bidder. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive contractor has been determined, or until such time the State decides not to move forward with an award.

C. Anticipation to Award

1. Once an anticipated successful contractor has been determined, the anticipated award will be posted on the following websites:

<https://humanservices.arkansas.gov/do-business-with-dhs>

<https://www.arkansas.gov/dfa/procurement/bids/index.php>

2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period.
3. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the contractor's responsibility to check the above referenced websites for the posting of an anticipated award.

D. Issuance of Contract

1. Any resultant contract of this Bid Solicitation shall be subject to State approval processes which may include Legislative review.
2. An Office of Procurement Official will be responsible for award and administration of any resulting contract.

1.18 MINORITY AND WOMEN-OWNED BUSINESS POLICY

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:

- African American
- American Indian
- Asian American
- Hispanic American
- Pacific Islander American
- A Service-disabled Veteran as designated by the United States Department of Veterans Affairs

- B. A woman-owned business is defined by Arkansas Code Annotated § 15-4-303(9) as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.

- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

1.19 EQUAL EMPLOYMENT OPPORTUNITY POLICY

- A. In compliance with Arkansas Code Annotated § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. EO Policies should be included as a hardcopy accompanying the solicitation response.
- C. The submission of an *EO Policy* to the OP is a one-time requirement. Contractors are responsible for providing updates or changes to their respective policies, and for supplying *EO Policies* upon request to other State agencies that must also comply with this statute.
- D. Contractors, who are not required by law to have an *EO Policy*, **must** submit a written statement to that effect.

1.20 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS

- A. Pursuant to Arkansas Code Annotated § 19-11-105, prior to the award of a contract, selected contractor(s) **must** have a current certification on file with the OP stating that they do not employ or contract with illegal immigrants.
- B. OP will notify the selected contractor(s) prior to award if their certification has expired or is not on file. Instructions for completing the certification process will be provided to the contractor(s) at that time.

1.21 RESTRICTION OF BOYCOTT OF ISRAEL

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

1.22 PAST PERFORMANCE

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a contractor's past performance with the State may be used to determine if the contractor is "responsible." Proposals submitted by contractors determined to be non-responsible **shall** be disqualified.

1.23 TECHNOLOGY ACCESS

- A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Prospective Contractor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that technology meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.
- B. Accordingly, the Prospective Contractor expressly represents and warrants to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, that the technology provided to the State for purchase is capable, either by virtue of features included within the technology, or because it is readily adaptable by use with other technology, of:

1. Providing, to the extent required by Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non-visual means.
 2. Presenting information, including prompts used for interactive communications, in formats intended for non-visual use.
 3. After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.
 4. Providing effective, interactive control and use of the technology, including without limitation the operating system, software applications, and format of the data presented is readily achievable by nonvisual means.
 5. Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact.
 6. Integrating into networks used to share communications among employees, program participants, and the public.
 7. Providing the capability of equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.
- C. State agencies cannot claim a product as a whole is not reasonably available because no product in the marketplace meets all the standards. Agencies must evaluate products to determine which product best meets the standards. If an agency purchases a product that does not best meet the standards, the agency must provide written documentation supporting the selection of a different product, including any required reasonable accommodations.
- D. For purposes of this section, the phrase "equivalent access" means a substantially similar ability to communicate with, or make use of, the technology, either directly, by features incorporated within the technology, or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state and federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands or other means of navigating graphical displays, and customizable display appearance. As provided in Arkansas Code Annotated § 25-26-201 et seq., as amended by Act 308 of 2013, if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

The respondent's solution must comply with the state's shared Technical Architecture Program which is a set of policies and standards that can be viewed at <https://www.dfa.arkansas.gov/intergovernmental-services/state-technology-cost-analysis/architecture-compliance/>. Only those standards which are fully promulgated or have been approved by the Governor's Office apply to this solution.

1.25 MASTERCARD ACCEPTANCE

- A. Awarded contractor should have the capability of accepting the State's authorized MASTERCARD Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **shall not** be levied against the State when accepting the p-card as a form of payment.
- C. MASTERCARD is not the exclusive method of payment.

1.26 PUBLICITY

- A. Contractors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP's prior written approval.
- B. Failure to comply with this Requirement **shall** be cause for a contractor's bid to be disqualified.

1.27 RESERVATION

The State **shall not** pay costs incurred in the preparation of a bid.

1.28 SCHEDULE OF EVENTS

Public Notice of IFB	November 5, 2021
Date and Time for Bid Submission	November 15, 2021 @ 1:00pm CT
Date and Time for Bid Opening	November 15, 2021 @ 2:00pm CT
Intent to Award Announced, On or About	November 17, 2021
Contract Start (Subject to State Approval)	December 15, 2021

1.29 STATE HOLIDAYS

Holidays are those days as declared legal state holidays by authority of Act 304 of 2001. Those days are as follows:

New Year's Day	January 1
Dr. Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Eve	December 24
Christmas Day	December 25

Additional days can be proclaimed as holidays by the Governor through executive proclamation. State offices are normally closed on holidays however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep state offices open on holidays. The Contractor shall maintain adequate staff on such working holidays.

SECTION 2 – MINIMUM REQUIREMENTS

2.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) to obtain pricing and a contract(s) for trash can liners.

2.2 SERVICE DELIVERY LOCATION

All services must be provided during normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with the agency. The contractor shall give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

2.3 MINIMUM QUALIFICATIONS

The Contractor **must** meet the following requirements:

- A. The Contractor **must** be registered to do business in the State of Arkansas. For verification purposes, Contractor must submit official documentation of their active registration from the Arkansas Secretary of State's Office.
- B. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."

2.4 SCOPE OF WORK

- A. The plastic bags are intended for general use as can liner inserts in waste receptacles for office trash, clients living quarters, cafeteria waste including plastic utensils and receptacles that typically contain a large portion of liquids and various objects.
- B. Liners covered by these specifications **must** be of the type and style described on the pricing sheet. All liners are to be constructed of polyethylene material. Orders will be placed on an 'as needed' basis.
- C. Brand:
Liners **must** be Bost or approval equal. Brand names are used for purposes of quality identification. Other brands may be considered. Any substitutions of brand under this contract after award **must** be approved in writing by DHS prior to delivery. Brand substitutes **must** meet or exceed the specifications.
- D. Quality:
 - 1. All products **must** be first class quality. All products **must** be packaged to arrive in an undamaged and unsoiled condition. Any products received that do not meet these criteria will be returned and replaced by the Contractor.
 - 2. In the event an awarded manufacturer's product is no longer available and another product, of equal or greater specification is substituted by the manufacturer, the State reserves the right to accept or reject said substitution and shall be given the opportunity to test and approve the substitution prior to implementation.
- E. Ordering Procedures:
The Contractor shall furnish a toll-free telephone number and a remote on-line or Internet based order system for purposes of order placement, order inquiry and current contract pricing. The ordering system shall also display order status, product availability and shall allow order tracking and order History.
- F. Customer Service:
The Contractor will assign a contact person to provide assistance to each location and their purchasing/contact person. The Contractor's contact person office will be readily accessible to each location via a toll-free phone line, fax, or email address during regular business days. The contact person will respond to any questions, problems, requests, etc. within twenty-four (24) hours of Request.

G. Construction:

Bags may be constructed with any type of seal. The seal provided bags shall be leak proof including gusseted construction if employed. Seams on all bags shall meet or exceed the required load, capacity and physical properties. Slip-bags shall be easily and readily opened by hand.

H. Materials:

Liner material shall be formulated from polyethylene containing octane, butane or hexene type copolymer resins. No additives shall be included to the polyethylene that decrease the stability, storage or use requirements of the can liners.

I. Tolerances:

- Dimensions - Linear dimensions **shall** be inside measurements, exclusive of seals or seams. A tolerance of minus 1 inch **shall** be permitted in liner length. Length dimension **shall** be measured with bag lying in a flat position from center of top to center of bottom. A tolerance of minus 1/2 inch is permitted on the liner circumference.
- Thickness – All trash liners **must** comply with mil or micron thickness as requested in the Invitation for Bid document. No negative tolerance is allowed.
- Bags per Case Quantity – The number of can liners provided per case **shall** comply with the minimum quantity.
- Weight shall not include carton

J. Workmanship:

Liners shall be uniform in color, texture, finish and in all physical properties. They shall be free from pinholes, gels, streaks, extraneous matter or other defects that may impair their serviceability or appearance. There shall be no other visible defects such as holes, tears, blisters, or imperfect heat seal.

K. Twist Ties:

Twist ties or other restraining devices are required to be either included in each case of liners or otherwise supplied in adequate quantities to cover the number of liners ordered.

L. Storage:

The product **shall** remain stable while in storage from 32 degrees F to 110 degrees F for a minimum period of one (1) year. The product **shall** also remain stable while containing liquids or other biodegradable materials.

M. Any product that has storage or use requirements different from can liners constructed of virgin polyethylene resin **shall** be identified as how the product differs with the storage and use limitations clearly indicated in the response to the bid.

N. Marking:

Each individual case should be marked clearly with the production lot numbers, name of the contents, size, mil wall thickness, liner color, quantity of the liners (bags), and the contractor's name and/or trademark and address.

O. Packing:

The packing and packaging shall be in accordance with the industries standard practice in a manner to insure carrier acceptance and safe, undamaged delivery to destination.

P. Quantity per case - the actual count of liners per case shall not be less than the manufacturer's labeled quantity or as required in accordance with the Invitation for Bid document.

Q. Orders are to be shipped complete as requested per each issued purchase order. Partial shipments may be made after approval by the requesting agency, and at the Contractor's expense.

R. Damages/Shortages:

The receiving personnel or a designee at each delivery location will check each shipment upon delivery. This person will note and record any damages or shortages on the delivery/sales ticket. The division/office will not accept restocking or handling charges as part of the resulting damages or shortages.

S. Inspection:

Inspections may be made by and at the discretion of delivery location. Should defects in the material or workmanship be discovered (after delivery), DHS reserves the right to reject further delivery/deliveries, require replacement or cancel the order(s) and charge the contractor for any expense incurred by the cancellation of the order(s) or in securing satisfactory replacement liners.

2.5 DELIVERY

A. DHS requests inside F.O.B (Freight on Board) inside delivery within fifteen (15) calendar days after receipt of purchase order. If this delivery date cannot be met, the prospective contractor must state the alternate number of days required to begin the service and/or place the commodity in DHS designated locations on the Official Bid Price Sheet. Failure to state the alternate number of days obligates the contractor to complete delivery within the requested date. Extended delivery dates may be considered when in the best interest of the DHS delivery location.

1. "Inside delivery" is defined on this contract as physical delivery into the building by the driver to one specific room or area designated on the purchase order or by the receiving office personnel. This should not be construed to mean delivery to multiple areas or floors, opening cartons and stacking items on shelves, requests for the driver to stock goods in areas where the use of conventional material handling equipment is not feasible or requests for cartons to be carried up flights of stairs in buildings where no elevator exists, etc. Actual requested date or number of calendar days for delivery may be specified. However, commodity required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue; the convenience of the Division / Agency shall govern.
2. All deliveries must be made Monday through Friday between the hours of 7:00am - 2:30pm CDT unless otherwise specified by the delivery location.

2.6 LOCATIONS

Arkansas State Hospital 305 S Palm St Little Rock, Arkansas 72205	Boonville HDC Attn: Storeroom Receiving Highway 116 South Booneville, Arkansas 72927	Arkadelphia HDC #1 Prator Drive Arkadelphia, Arkansas 71923
Arkansas Health Center Attn: Storeroom Supply Bldg 21 6701 Highway 67 Benton, Arkansas 72015	Conway HDC Attn: Storeroom 150 E. Siebenmorgan Road Conway, Arkansas 72032	Jonesboro Human Development Center 4701 Colony Dr. Jonesboro, Arkansas 71401
Southeast Arkansas HDC (SEARK) #1 Center Circle Warren, Arkansas 71671		

SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS

- **Do not provide responses to items in this section.**

3.1 PAYMENT AND INVOICE PROVISIONS

- A. Contractor **shall** submit separate invoices for each location/facility. The signed delivery ticket provided with each delivery **shall** be verified with the invoice. The Contractor shall provide the following on each invoice:
 - Name of Agency
 - Contractor number/Purchase Order number
 - Description and unit price for each item and total cost per line item
 - Grand total of each invoice
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- G. Selected contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/contractor/index.html>.

3.2 GENERAL INFORMATION

- A. The State **shall not** lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the contractor/lessor in the event funds are not appropriated.
- B. The State **shall not** contract with another party to indemnify and defend that party for any liability and damages.
- C. The State **shall not** pay damages, legal expenses or other costs and expenses of any other party.
- D. The State **shall not** continue a contract once any equipment has been repossessed.
- E. Any litigation involving the State **must** take place in Pulaski County, Arkansas.
- F. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- G. The State **shall not** enter a contract which grants to another party any remedies other than the following:
 1. The right to possession.
 2. The right to accrued payments.
 3. The right to expenses of deinstallation.
 4. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 5. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
- H. The laws of the State of Arkansas **shall** govern this contract.

- I. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- J. In a contract with another party, the State will accept the risk of loss of the equipment or software and pay for any destruction, loss or damage of the equipment or software while the State has such risk, when:
 - 1. The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss.
 - 2. The contract has required the State to carry insurance for such risk.

3.3 CONDITIONS OF CONTRACT

- A. The contractor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. The contractor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the contractor.
- C. The Contractor agrees to the Performance-Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.

ALL CONTRACTOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES

3.4 STATEMENT OF LIABILITY

- A. The State will demonstrate reasonable care but will not be liable in the event of loss, destruction or theft of contractor-owned equipment or software and technical and business or operations literature to be delivered or to be used in the installation of deliverables and services. The contractor **shall** retain total liability for equipment, software and technical and business or operations literature. The State **shall** not at any time be responsible for or accept liability for any contractor-owned items.
- B. The contractor's liability for damages to the State **shall** be limited to the value of the Contract or five million dollars (\$5,000,000), whichever is higher. The foregoing limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademarks or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract. The contractor and the State **shall not** be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability **shall not** apply to claims for infringement of United States patent, copyright, trademark or trade secrets; to claims for personal injury or damage to property caused by the gross negligence or willful misconduct of the contractor; to claims covered by other specific provisions of the Contract calling for damages; or to court costs or attorney's fees awarded by a court in addition to damages after litigation based on the Contract.
- C. Language in these terms and conditions **shall not** be construed or deemed as the State's waiver of its right of sovereign immunity. The contractor agrees that any claims against the State, whether sounding in tort or in contract, **shall** be brought before the Arkansas State Claims Commission as provided by Arkansas law, and **shall** be governed accordingly.

3.5 RECORD RETENTION

- A. The contractor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

- B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

3.6 PRICE ESCALATION

- A. Price increases will be considered at the time of contract renewal.
- B. The contractor **must** provide to the Office of Procurement (OP) a written request for the price increase. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price. OP **shall** have the right to require additional information pertaining to the requested increase.
- C. Increases **shall not** be considered to increase profit or margins.
- D. OP **shall** have the right to approve or deny the request.

3.7 CONFIDENTIALITY

- A. The contractor, contractor's subsidiaries, and contractor's employees **shall** be bound to all laws and to all requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of while providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

3.8 CONTRACT INTERPRETATION

Should the State and contractor interpret specifications differently, either party may request clarification. However, if an agreement cannot be reached the determination of the State **shall** be final and controlling.

3.9 CANCELLATION

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause at the discretion of the Arkansas Department of Human Services. The State shall give the contractor written notice of cancellation, specifying the terms and the effective date of contract termination.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

3.10 SEVERABILITY

If any provision of the contract, including items incorporated by reference, is declared or found to be illegal, unenforceable, or void, then both the agency and the contractor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

SECTION 4 – STANDARD TERMS AND CONDITIONS

- **Do not provide responses to items in this section.**
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind the firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty (30) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractors **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.
- 8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with the Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** *Term Contract:* A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. *Firm Contract:* A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

14. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the DHS. Delivery **shall** be made during agency work hours (8:00 a.m. to 4:30 p.m. Central Time) unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting Contractor. The Contractor **must** give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** The Contractor **shall** be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the *Bid Solicitation*; (2) delivery and acceptance of the commodities; (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **CLAIMS:** Any claims the Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission ("Commission"), which **shall** have exclusive jurisdiction over all claims that the Contractor may have arising from or in connection with this Agreement. Unless the Contractor's obligations to perform are terminated by the State, the Contractor **shall** continue to provide the Services under this Agreement even if the Contractor has a claim pending before the Commission.
23. **CANCELLATION:** In the event, the State no longer needs the commodities or services specified for any reason, (e.g., program changes; changes in laws, rules or regulations; relocation of offices; lack of appropriated funding, etc.), the State **shall** have the right to cancel the contract or purchase order by giving the Contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.
- Any delivered but unpaid for goods will be returned in normal condition to the Contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation the Contractor has provided services which the State has accepted, the Contractor may file a claim. **NOTHING IN THIS CONTRACT SHALL BE DEEMED A WAIVER OF THE STATE'S RIGHT TO SOVEREIGN IMMUNITY.**
24. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977 relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
25. **CONTINGENT FEE:** The Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for securing business.
26. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

27. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any Contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

COMPETITIVE BID RESPONSE PACKET
710-22-0015

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:	Interboro Packaging				
Address:	114 Bracken Rd.				
City:	Montgomery	State:	NY	Zip Code:	12549
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit				
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input checked="" type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American				
AR Certification #: <i>see certificates attached</i> *See Minority and Women-Owned Business Policy					

PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
<i>Provide contact information to be used for bid solicitation related matters.</i>			
Contact Person:	Abraham Jeremias	Title:	VP
Phone:	845-782-6800	Alternate Phone:	
Email:	abraham@interboropackaging.com		

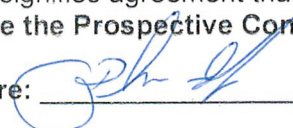
CONFIRMATION OF REDACTED COPY
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested.
<i>Note: If a redacted copy of the submission documents is not provided with Prospective Contractor's response packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>

ILLEGAL IMMIGRANT CONFIRMATION
By signing and submitting a response to this <i>Bid Solicitation</i> , a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

ISRAEL BOYCOTT RESTRICTION CONFIRMATION
By checking the box below, a Prospective Contractor agrees and certifies that they do not boycott Israel, and if selected, will not boycott Israel during the aggregate term of the contract.
<input checked="" type="checkbox"/> Prospective Contractor does not and will not boycott Israel.

An official authorized to bind the Prospective Contractor to a resultant contract must sign below.

The signature below signifies agreement that any exception that conflicts with a Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified:


Authorized Signature:  Title: Secretary
 Printed/Typed Name: Blimie Itzkowitz Date: November 10, 2021

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

- Any requested exceptions to items in this section which are NON-mandatory **must** be declared below or as an attachment to this page. Vendor **must** clearly explain the requested exception and should label the request to reference the specific solicitation item number to which the exception applies.
- Exceptions to Requirements **shall** cause the vendor's proposal to be disqualified.

No exceptions

By signature below, vendor agrees to and **shall** fully comply with all requirements as shown in the bid solicitation.

Vendor Name:	Interboro Packaging	Date:	November 10, 2021
Signature:		Title:	Secretary
Printed Name:	Blimie Itzkowitz		

PROPOSED SUBCONTRACTORS FORM

- **Do not** include additional information relating to subcontractors on this form or as an attachment to this form.

PROSPECTIVE CONTRACTOR PROPOSES TO USE THE FOLLOWING SUBCONTRACTOR(S) TO PROVIDE SERVICES.

Type or Print the following information

Subcontractor's Company Name	Street Address	City, State, ZIP
None		

☒ PROSPECTIVE CONTRACTOR DOES NOT PROPOSE TO USE
SUBCONTRACTORS TO PERFORM SERVICES.

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR NAME:		Interboro Packaging	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
TAXPAYER ID NAME:		Interboro Packaging	
IS THIS FOR:		<input checked="" type="checkbox"/> Goods? <input type="checkbox"/> Services? <input type="checkbox"/> Both?	
YOUR LAST NAME:		Jeremias	
FIRST NAME:		Abraham	
M.I.:			
ADDRESS:		114 Bracken Rd.	
CITY:		Montgomery	
STATE:		NY	
ZIP CODE:		12549	
COUNTRY:		USA	

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

☒ None of the above applies

N/A-None

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

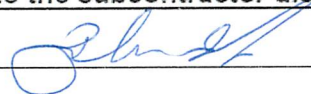
1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature  Title Secretary Date 11-10-2021
Vendor Contact Person Blimie Itzkowitz Title Secretary Phone No. 845-782-6800

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

BUSINESS ASSOCIATE AGREEMENT

Arkansas Department of Human Services, Choose Division or Office

(**"Covered Entity"**)

and

(**"Business Associate"**) enter into this Business Associate Agreement (**"BAA"**) as of (**"Effective Date"**).

Covered Entity and Business Associate agree that under entered into by Covered Entity and Business Associate (the **"Agreement"**), Business Associate provides services for or on behalf of Covered Entity that may involve access to PHI (as defined below) and that, as such, the parties agree as follows:

I. DEFINITIONS

Unless otherwise specified in this BAA, all capitalized terms used in this BAA not otherwise defined have the meanings ascribed by HIPAA and ARRA, as each may be amended from time to time.

- A. **"ARRA"** means the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its implementing regulations.
- B. **"Breach"** means the actual or reasonably suspected acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule that compromises the security or privacy of the PHI.
- C. **"Breach Notice Rule"** means the federal breach notification regulations issued pursuant to ARRA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- D. **"Compliance Date"** means, in each case, the date by which compliance is required under the referenced provision of ARRA's or HIPAA's implementing regulations, as applicable.
- E. **"Discovery"** means the first day on which Business Associate, or any workforce member, agent, or Subcontractor of Business Associate, knows, or, by exercising reasonable diligence would have known, of a Breach.
- F. **"Encrypt"** means to use an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key, which process conforms to NIST Special Publications 800-111, 800-52, 800-77, or 800-113, as appropriate, or that is otherwise validated against the Federal Information Processing Standards (FIPS) 140-2.
- G. **"ePHI"** means PHI as defined below, which is transmitted or maintained in electronic media.
- H. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations.
- I. **"PHI"** means Protected Health Information, as defined in 45 C.F.R. § 160.103, limited to the Protected Health Information received from, or received, created, or accessed on behalf of, Covered Entity.
- J. **"Privacy Rule"** means the federal privacy regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- K. **"Security Incident"** means the successful unauthorized access, Use, Disclosure, modification or destruction of ePHI or interference with system operations in an information system. Unsuccessful attempts to breach security, including pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of PHI, shall not be deemed Security Incidents. However, more than 20 unsuccessful attempts or other patterns of successive attempts, that are not individual deemed Security Incidents in themselves shall be considered Security Incidents due to the number or pattern of such events.

- L. **“Security Rule”** means the federal security regulations issued pursuant to HIPAA, as amended from time to time, 45 C.F.R. Parts 160 and 164.
- M. **“Subcontractor”** means Business Associate’s subcontractors and agents that create, receive, maintain or transmit PHI for the purpose of performing any of Business Associate’s obligations under the Agreement.

II. RESPONSIBILITIES OF BUSINESS ASSOCIATE.

- A. Business Associate shall provide relevant training on HIPAA and the requirements of this agreement to all persons accessing PHI or ePHI. The training materials and records shall be provided to the covered entity upon request.
- B. Business Associate shall implement and use appropriate Technical, Physical and Administrative Safeguards to reasonably and appropriately protect the Confidentiality, Integrity and Availability of PHI and to prevent Use or Disclosure of PHI, other than as permitted by this BAA.
- C. Business Associate shall, within the earlier of the Compliance Date or 90-days from the Effective Date, comply with all applicable provisions of the Security Rule. The Business Associate shall conduct a risk assessment to evaluate compliance with the Security Rule and shall, at the request of the Covered Entity, provide a written attestation acknowledging completion and communicating the results of the risk assessment.
- D. Business Associate shall Encrypt all transmissions of ePHI and all portable media or storage devices on which ePHI may be stored, including laptops, back-up media, CDs, or USB drives.
- E. Within 30-days after receiving a written request from Covered Entity, make available information necessary for Covered Entity to make an accounting of disclosures of PHI about an Individual, as provided in 45 C.F.R. § 164.528; and in accordance with 42 U.S.C. § 17935(c) and its implementing regulations as of the Compliance Date, make that accounting directly to the Individual if directed to do so by Covered Entity.
- F. At the request of Covered Entity and in the time, manner, and form designated by Covered Entity, not to exceed 15-days, provide access to PHI in a Designated Record Set to Covered Entity or, if directed by Covered Entity, to an Individual or to a recipient designated by the Individual, in accordance with the requirements of 45 C.F.R. § 164.524. Business Associate shall not charge Covered Entity or any Individual any fee associated with the production of PHI in accordance with this section that exceeds fees described at 45 C.F.R. § 164.524.
- G. Make available PHI in a Designated Record Set, no more than 30-days following receipt of a written request by Covered Entity, PHI for amendment and incorporate any amendments to the PHI as directed by Covered Entity, all in accordance with 45 C.F.R. § 164.526.
- H. Business Associate shall notify Covered Entity, in writing, no more than 3-days following Business Associate’s receipt directly from an Individual of any request for an accounting of disclosures or access to or amendment of PHI as contemplated in Sections II (D) (E) or (F), above.
- I. Business Associate shall require each Subcontractor to agree, in writing, to the same restrictions and conditions that apply to Business Associate. Furthermore, to the extent that Business Associate provides ePHI to Subcontractor, Business Associate shall require Subcontractor to comply with all applicable provisions of the Security Rule upon the earlier of the Compliance Date or 90-days from the Effective Date. If Subcontractor is not subject to the jurisdiction or laws of the United States, or if any use or disclosure of PHI in performing the obligations under this BAA or the Agreement will be outside of the jurisdiction of the United States, Business Associate must require Subcontractor to agree by written contract with Business Associate to be subject to the jurisdiction of the Secretary, the laws, and the courts of the United States, and waive any available jurisdictional defenses that pertain to the parties’ obligations under this BAA, HIPAA, or ARRA.

- J. Business Associate shall not Use or Disclose PHI except as necessary to perform its obligations under the Agreement or as otherwise required by this BAA, provided that such Use or Disclosure is permitted by applicable law and complies with each applicable requirement of 45 C.F.R. § 164.504(e).
1. In compliance with 45 C.F.R. § 164.502(b)(1), as of its Compliance Date or no more than 90-days following the Effective Date, whichever is earlier, Business Associate shall request, Use, and Disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, Use, or Disclosure.
 2. Business Associate shall not use PHI to make or cause to be made any communication that would constitute Marketing.
- K. Without unreasonable delay, and in any event, no more than 24-hours after Discovery, Business Associate shall notify Covered Entity of any Breach, Use or Disclosure of PHI not permitted under this BAA, or any Security Incident. Business Associate shall deliver the initial notification of such Breach, in writing, which must include a reasonably detailed description of the Breach and the steps Business Associate is taking and would propose to mitigate or terminate the Breach. Furthermore, Business Associate shall supplement the initial notification, no more than 5 calendar-days following Discovery, with information including the identification of each individual whose PHI was or is believed to have been involved; a reasonably detailed description of the types of PHI involved, and written updates every 5 calendar-days until the event has been concluded; all other information reasonably requested by Covered Entity, including all information necessary to enable Covered Entity to perform and document a risk assessment in accordance with 45 C.F.R. Part 164 subpart D; and all other information necessary for Covered Entity to provide notice to individuals, the U.S. Department of Health & Human Services (“HHS”), or the media, if required. Despite anything to the contrary in the preceding provisions, in Covered Entity’s sole and absolute discretion and in accordance with its directions, Business Associate shall conduct, or pay the costs of conducting, an investigation of any Breach and shall provide or pay the costs of providing any notices required by the Breach Notice Rule or other applicable law.
- L. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate that is not permitted by this BAA.
- M. Business Associate shall make available to HHS its internal practices, books, and records, relating to the Use and Disclosure of PHI pursuant to the Agreement for purposes of determining Business Associate’s and Covered Entity’s compliance with the Privacy Rule.
- N. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI.
- O. To the extent Business Associate is to carry out one or more of Covered Entity’s obligations under the Privacy Rule, the Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.
- P. Business Associate shall provide contact information for one primary person and one secondary person in Appendix A. Any changes in the contact information shall be forwarded to the Covered Entity.
- Q. The Business Associate shall respond in writing within 10 business days to the Covered Entity’s request(s) to attest to the Business Associate’s compliance with the Privacy Rule, the Security Rule, and the Responsibilities of the Business Associate as specified in this BAA. The Business Associate shall make available to the Covered Entity its internal practices, books, and records, relating to the Use and Disclosure of PHI as necessary to substantiate the attestation of compliance.

III. RESPONSIBILITIES OF COVERED ENTITY

Covered Entity shall notify Business Associate, in writing, of an Individual’s request to restrict the Use or Disclosure of such Individual’s PHI, any limitations in Covered Entity’s Privacy Notice relevant to Business Associate’s performance of its obligations under this BAA or the Agreement, or any revocation by an Individual of authorization to Use or Disclose PHI.

IV. TERM, TERMINATION AND DAMAGES

- A. This BAA is effective as of the Effective Date and terminates when Business Associate and its Subcontractors no longer have access to PHI, and when all of the PHI in Business Associate's possession, inclusive of PHI in the possession of Business Associate's Subcontractors, has been returned or destroyed, unless earlier terminated in accordance with Sections IV(B) through (C) of this BAA.
- B. Upon Covered Entity's determination of a breach of a material term of this BAA by Business Associate, Covered Entity may terminate this BAA. As of the Compliance Date of 45 C.F.R. § 164.504(e)(1)(iii), if either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of this BAA, the non-breaching party will provide notice thereof to the other party. Such notice must clearly specify the nature of the breach or violation. Each party must take reasonable steps to cure the breach or end the violation. If after 30-days or such longer time specified in writing by the non-breaching party, the non-breaching party reasonably determines that such steps are unsuccessful in curing the breach or ending the violation, the non-breaching party may terminate this BAA and the Agreement, if feasible. In the event that termination is not feasible, the non-breaching party shall report the problem to HHS.
- C. Except as provided below, Business Associate shall return or destroy all PHI, including all PHI in possession of its Subcontractors, immediately following the termination or expiration of this BAA. However, in the event that Business Associate is legally obligated to retain such PHI, Business Associate may do so provided that:
 - 1. Business Associate notifies Covered Entity of such legal obligation, in writing, immediately upon Business Associate's notice of such legal obligation, which such writing must describe in detail the legal obligation;
 - 2. Business Associate extends all protections, limitations, and restrictions contained in this BAA to Business Associate's Use or Disclosures of any PHI retained after termination or expiration of this BAA;
 - 3. Business Associate limits any further Use or Disclosures solely to satisfying such legal obligation for which it has provided Covered Entity with written notice in accordance with Section IV(C)(1), above.
 - 4. Business Associate returns or destroys all PHI when such legal obligation has been fulfilled or has concluded.
- D. In addition to any damages recoverable under this BAA, the parties acknowledge that certain breaches or violations of this BAA may result in litigation or investigations pursued by federal or state governmental authorities of the United States resulting in civil liability or criminal penalties. Each party shall cooperate in good faith in all respects with the other party in connection with any request by a federal or state governmental authority for additional information and documents or any governmental investigation, complaint, action, or other inquiry.

V. INDEMNIFICATION

Business Associate shall indemnify Covered Entity, its owners, employees and representatives in the event Business Associate's performance or failure to perform under this BAA has given rise to liabilities, costs, damages, and losses (including attorneys' fees) reasonably and properly incurred by Covered Entity in connection with any actual, threatened, or pending, civil, criminal, or administrative cause of action, claim, inquiry, investigation, lawsuit, or other proceeding (collectively a "Claim"). Upon demand by Covered Entity, Business Associate shall defend any Claim brought or threatened against Covered Entity, at Business Associate's expense, by counsel acceptable to Covered Entity. Business Associate shall not authorize or enter into any settlement without Covered Entity's written consent.

VI. GENERAL TERMS

- A. This BAA amends and is made a part of the Agreement. Any changes or modification to this BAA must be in writing and signed by both parties.
- B. To the extent not clear, the terms of this BAA are to be construed to allow for compliance by the parties with HIPAA or ARRA. If any provision of the BAA is in conflict with any provision of the Agreement, the conflicting provision of this BAA prevails to the extent necessary for the parties to comply with HIPAA and ARRA.
- C. Nothing in this BAA confers upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities, whatsoever.
- D. Sections II(G)(H)(J)(M) and Sections IV, V, VI(E)(F) survive the termination for any reason or expiration of this BAA.
- E. In the event Business Associate receives a notification from or on behalf of HHS regarding a compliance review, an audit, or an investigation or inquiry of any kind pertaining to the services provided under the Agreement or Covered Entity, it will notify Covered Entity no more than 3-days following its receipt of that notice.
- F. The law of the State of Arkansas without regard to its internal law on the conflict of laws, controls this BAA. The Business Associate consents and submits to the jurisdiction of the federal and/or state courts of Arkansas, and hereby waives any defense based upon venue, inconvenience of forum, or lack of personal jurisdiction in any action or suit brought in connection with or relating to this BAA or related matters. The Business Associate will bring any action or suit concerning this Agreement or related matters in federal or state court or the Arkansas Claims Commission with appropriate subject matter jurisdiction in Little Rock, Arkansas. **The Business Associate acknowledges that it has read and understands this clause and agrees willingly to these terms.**
- G. The parties may execute this BAA in a number of counterparts and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this BAA. A facsimile or pdf signature, or a scanned image of an original signature, of any party to this BAA is binding upon that party as if it were an original.

Signed:

BUSINESS ASSOCIATE: Interboro Packaging

Signed:



Title: Secretary

Date: 11/10/21

COVERED ENTITY Choose Division or Office

Signed:

Title:

Date:

Appendix A: Business Associate Contact Information

<u>Business Associate Primary Contact:</u>		<u>Business Associate Secondary Contact:</u>	
Name:	Abraham Jeremias	Name:	Blimie Itzkowitz
Title:	VP	Title:	Secretary
Address:	114 Bracken Rd.	Address:	114 Bracken Rd.
City:	Montgomery	City:	Montgomer
State:	NY	State:	NY
Phone:	845-782-6800 Ext. 101	Phone:	845-782-6800 Ext. 107
Fax:	845-781-2450	Fax:	845-781-2450
Email:	abraham@interboropackaging.com	Email:	blimy@interboropackaging.com

Organizational or Personal Conflict of Interest

(a) Definitions.

(1)(A) "Conflict of Interest" means that:

(i) Because of other activities or relationships with other persons, the Contractor is unable or potentially unable to render impartial assistance or advice to the State;

(ii) The Contractor's objectivity in performing the contract work is or might be otherwise viewed as compromised;

(iii) The Contractor has or is perceived as having impaired objectivity; or

(iv) The Contractor has an unfair competitive advantage.

(1)(B) A conflict of interest may result when:

(i) Activities or relationships create an actual, apparent, or potential conflict of interest related to the performance of the contract; or

(ii) The nature of the contract creates an actual, apparent, or potential conflict of interest with respect to the Contractor in relation to future contracts with the State.

(2) "Contractor" includes the Contractor and its employees, affiliates, consultants, and subcontractors.

(3) "Impaired objectivity" includes without limitation the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be currently utilized or utilized in the future by a person, organization, or institution in the course of implementing any program administered by the Department of Human Services ("the Department");

(B) Connections or access to program details, information, or methodologies that might require or encourage the use of specific products, property or services; or

(C) Significant identification with philosophical viewpoints or other non-public information that might require or encourage the use of specific products, property or services.

(b)(1) The contractor shall certify that, to the best of their knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational or personal conflict of interest, be it actual, apparent, or potential, for the organization or any of its staff, AND that the contractor has disclosed all relevant information if an actual, apparent, or potential conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts or if such a person would question the impartiality of the

contractor. Actual, apparent, or potential conflicts of interest may arise in the following situations:

(A) Unequal access to information – a potential contractor has access to non-public information, including without limitation, data, plans, policies, and other knowledge, through its performance on a government contract;

(B) Biased ground rules – a potential contractor has worked, in one government contract or program, on the basic structure or ground rules of another government contract or future government contract. For example, the Contractor shall not use information gained from this contract to counsel current or future beneficiaries on the provision of services provided now or in the future by the Department; or

(C) Impaired objectivity.

(b)(2) Offerors shall disclose as described above regarding any actual, apparent, or potential conflict of interest regardless of their own opinion that such an actual, apparent, or potential conflict of interest would not result in impaired objectivity.

(b)(3) If an actual, apparent, or potential conflict of interest is disclosed, the Department will take appropriate actions to eliminate or address the actual, apparent, or potential conflict, including without limitation mitigating or neutralizing the conflict or requiring the offeror to provide a satisfactory mitigation plan to the Department identifying specific methods which will be imposed by the offeror to eliminate, to the extent possible, the conflict of interest. The Department may restrict or modify the work to be performed by the contractor to avoid or reduce the actual, apparent, or potential conflict of interest.

(b)(4) If a contractor anticipates working on more than one contract with the Department currently or in the future that is related in any way to this contract, the mitigation plan developed by the contractor shall provide, at a minimum, assurances that no staff, communication, or data will be shared within the organization regarding this contract and any future contract that relates to the scope of services provided under this contract. Information gained by the contractor from this contract shall not be used to benefit the contractor in gaining competitive advantage in future contracts with the State.

(c) The contractor agrees that if impaired objectivity, or an actual, apparent, or potential conflict of interest is discovered after the award is made, it will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a mitigation plan, which shall include a description of actions that the contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual, apparent, or potential conflict of interest.

(d)(1) Remedies - The State may terminate this contract for convenience, in whole or in part, if it determines that termination is necessary to avoid an actual, apparent, or potential conflict of interest or if the contractor fails to provide a mitigation plan for an actual, apparent, or potential conflict of interest that is satisfactory to the Department. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

(d)(2) If the contractor was aware of an actual, apparent, or potential conflict of interest prior to award or discovered an actual, apparent, or potential conflict of interest after award and misrepresented or did not disclose relevant information to the Contracting Officer, the State may terminate the contract for default, debar or suspend the contractor, or pursue such other remedies as may be permitted by law or this contract.

(d)(3) If the Department has accepted a mitigation plan from the contractor to minimize any actual, apparent, or potential conflict of interest and there is a violation of the mitigation plan, the contractor shall be liable to the Department as outlined in the Performance Based Contracting standards presented in Attachment C.

(e) In cases where remedies short of termination have been applied, the contractor agrees to eliminate the conflict of interest, or mitigate it to the satisfaction of the Contracting Officer. This may include creating or revising a mitigation plan.

(f) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions which shall conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (f).

EXECUTIVE ORDER E0-98-04
EXECUTIVE ORDER DISCLOSURE FORM

NAME: Interboro Packaging

ADDRESS: 114 Bracken Rd. Montgomery NY/12549
Street City State/Zip County

CONTRACT NO: 710-22-0015 FEDERAL NO: 11-2633541

CONTRACT EFFECTIVE DATE: TBD

B. DISCLOSURE REQUIREMENTS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, employment, or grant with any state agency, that any individual desiring to contract with, be employed by, or receive grant benefits from, any state agency shall disclose whether that person is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence. Agencies shall require that any non-individual entity desiring to contract with, or receive grant benefits from, any state agency shall disclose (1.) any position of control, or (2.) any ownership interests of 10% or greater, that is held by a current or former member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence.

As a condition for obtaining funding through a contract, lease, purchase agreement, or a grant with the Department of Health and Human Services, the following information must be disclosed:

Individual contractor indicate below if you are:

	Current	Former	Term(s) of service
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)	
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)	
3. A state employee	Yes/No (circle one)	Yes/No (circle one)	
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)	

Individual contractor indicate below if you are a spouse or immediate family member of an individual that is;

	Current	Former	Term(s) of service	Relative's name and relationship
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)		
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)		
3. A state employee	Yes/No (circle one)	Yes/No (circle one)		
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)		

Non-individual entity list any individual who holds a position of control or ownership interest of 10% or greater in the entity if the individual is:

	Current	Former	Relative's name & Term(s) of Service	Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)	None		
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Non-individual entity list any individual who holds a position of control or ownership interest of 10% of greater in the entity if the individual is a spouse or immediate family member of:

	Current	Former	Term(s) of service	Relative's name & Relationship	Individual
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)	None		
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)			
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Failure of any person or entity to disclose under any term of Executive Order 98-04 shall be considered a material breach of the terms of the contract.



 Signature

November 11, 2021

 Date

 Secretary

 Title

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

NAME: Interboro Packaging

ADDRESS: 114 Bracken Rd. Montgomery NY/1254 USA
 Street City State/Zip County

PHONE: 845-782-6800 FAX: 845-781-2450

CONTRACT: 710-22-0015

CONTRACT EFFECTIVE DATE: TBD

DISCLOSURE OF SUBCONTRACTORS

Agencies shall require, as a condition of obtaining or renewing a contract, lease, purchase agreement, or grant with any state agency, that any individual or entity desiring to contract with any state agency shall require that any subcontractor, sub-lessor, or other assignee (hereafter "Third Party"), shall disclose whether such Third Party is a current or former; member of the general assembly, constitutional officer, board or commission member, state employee, or the spouse or immediate family member of any of the persons described in this sentence, or if any of the persons described in this sentence hold any position of control or any ownership interest of 10% or greater in the Third Party, and shall report any such disclosure by the Third Party to the agency. The disclosure requirements of this paragraph shall apply during the entire term of the contract, lease, purchase agreement, or grant, without regard to whether the subcontract, sublease, or other assignment is entered into prior or subsequent to the contract date.

Third Party shall indicate below if he/she is:

	Current	Former	Term(s) of Service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)	None		
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Third Party shall indicate below if he/she is a spouse or immediate family member of an individual that is

	Current	Former	Term(s) of service	Relative's name & relationship	Third Party
1. A member of the general assembly	Yes/No (circle one)	Yes/No (circle one)			
2. A constitutional officer	Yes/No (circle one)	Yes/No (circle one)			
3. A state employee	Yes/No (circle one)	Yes/No (circle one)	None		
4. Serving as a commission or board member	Yes/No (circle one)	Yes/No (circle one)			

Agencies shall require, as a further condition of obtaining or renewing any contract or agreement with any state agency, that the individual or entity desiring to contract shall incorporate into any agreement with a Third Party, previously defined, the below stated language, and any other necessary language as provided by rules and regulations promulgated to enforce Executive Order 98-04, which provides that failure of the Third Party to disclose the identity of any person or entity described previously shall be considered a material breach of the agreement.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose or in violation to all legal remedies available to the Agency under the provisions of existing law.

N/A

Signature of Third Party

THIS FORM MUST BE COMPLETED AND RETURNED PRIOR TO EXECUTION OF THE CONTRACT

State of Arkansas
DEPARTMENT OF HUMAN SERVICES
700 South Main Street
P.O. Box 1437 / Slot W345
Little Rock, AR 72203

ADDENDUM 1

TO: All Addressed Vendors
FROM: Chorsie Burns, Buyer
DATE: November 9, 2021
SUBJECT: 710-22-0015 Trash Can Liners

The following change(s) to the above referenced IFB have been made as designated below:

☐ Change of specification(s)
☒ Additional specification(s)
☐ Change of bid opening date and time
☐ Cancellation of bid
☐ Other

ADDITIONAL SPECIFICATIONS

SAMPLES

- A. With bid submission, bidders must provide ten (10) samples of each item being bid at no additional cost.
- B. Each sample should be marked with the bidder's name and address, bid number, and item number(s).
- C. Each sample must represent the quality level required under the specifications of the bid.

The specifications by virtue of this addendum become a permanent addition to the above referenced IFB. Failure to return this signed addendum may result in rejection of your proposal.

If you have any questions, please contact: Chorsie Burns, chorsie.burns@dhs.arkansas.gov or 501-682-6327


Vendor Signature

November 10, 2021

Date

Interboro Packaging

Company

Instructions

This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on separate lines.

Instructions: Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

Question ID	RFP Reference (page number, section number, paragraph)	Specific RFP Language	Question	Answers
Example	Page 7, section 1.15, C	J. Vendors may submit multiple bid	May vendors submit more than one bid?	yes See section 1.15, J
1			Please provide the previous bid tabulations & itemized award information. If no previous bid is available, please provide your most recent vendor(s) & pricing.	Not relevant for bid.
2			Does each delivery location have a loading dock and/or forklift?	Yes
3			Approximately how often are orders placed & in what quantities?	Orders and quantities are placed on an as needed basis: see IFFB section 2.4 and 2.6.
4			Are samples required with bid submission?	See posted Addendum 1
5				
6				
7				
8				
9				
10				

Equal Employment Opportunity Policy Statement

Edith Jeremias, the President and Chief Executive Officer of Interboro Packaging Corporation, adopted the following guidelines to aid in establishing fair employment practices in the process of hiring and dealing with employees.

EEO Officer:

Abraham Jeremias, Vice President, is the duly appointed official to master the guidelines incorporated hereto.

Plan Includes:

- Interboro will not discriminate against any applicant for employment or employee on the basis of race, creed, color, sex, national origin, marital status, physical disability, religion or age.
- All qualified applicants will receive equal and fair consideration for employment without regard to race, creed, color, sex, national origin, marital status, physical disability, religion or age.

Restrictions:

Although we have taken affirmative action and we implied much effort to hire people of the minority groups as part of our staff, we currently are not employing anybody of the non-white group. This is due to the small unemployment rate percent within the boundaries of our County's labor force demographics. We are thus adopting the following terms:

- 1) Any minority applicant will be given equal and fair consideration of employment not only despite his minority group status, but because of it.
- 2) Shall a need for an unqualified/unskilled employee arise, a non-white or minority applicant will be given precedence of consideration over non-minority or white applicants.

X *Edith Jeremias*
EDITH JEREMIAS, CEO

Interboro Packaging Corporation

EEO-1 Worksheet

		Male				Female					
		Minority				Minority					
Job Category	Total Employees	White	Black	Hisp	Am Indian	White	Black	Hisp	Am Indian	Total Male	Total Female
Officials and Managers	4	3				1				3	1
Professionals											
Technicians											
Sales	5	0				5				0	5
Office & Clerical	8	5				3				5	3
Craft Workers (skilled)											
Operatives (semi-skilled)	4	3				1				3	1
Laborers (unskilled)	6	5				1				6	5
Service Workers											
Totals	27	16				11				16	11



May 7, 2014

File ID: 46266

Mrs. Edith Jeremias
Interboro Packaging Corporation
114 Bracken Road
Montgomery, NY 12549

Dear Mrs. Edith Jeremias:

The New York State Department of Economic Development, Division of Minority and Women's Business Development (DMWBD) has determined that your firm, Interboro Packaging Corporation, continues to meet eligibility requirements for re-certification, pursuant to Executive Law, Article 15-A and SNYCRR Section 140 through 145 of the Regulations.

Therefore, we are pleased to inform you that your firm, has once again, been granted status as a **Women Business Enterprise (WBE)**. Your business will continue to be listed in the State's Directory of Certified Businesses with codes listed on the following page.

This Certification remains in effect for a period of generally three (3) years from the date of this letter or until such time as you are selected again, by this office for re-certification. Any changes in your company that affect ownership, managerial and/or operational control, must be reported to this Office within thirty (30) days of such changes; including changes to company name, business address, telephone numbers, principal products/services and bonding capacity.

The Certification status is not intended to imply that New York State guarantees your company's capability to perform on contracts, nor does it imply that your company is guaranteed any State business.

Thank you for your cooperation. On behalf of the State of New York, I wish you luck in your business endeavors, particularly those involving State agencies.

Yours sincerely,

Scott Munson
Director of Certification



Department of Purchasing & Contract Compliance

Mario Avery, MBA, MCA
Contract Compliance Administrator

Suite 1168
130 Peachtree Street, S.W.
Atlanta, GA 30303
www.fultoncountygga.gov

Main: (404) 612-6300

September 17, 2020

Mrs. Edith Jeremias
Interboro Packaging Corp.
114 Bracken Road
Montgomery, NY 12549-2600

Dear Mrs. Jeremias:

The Fulton County Office of Contract Compliance has reviewed your application for Minority/Female Business Enterprise ("MFBE") recertification. Based on our evaluation of the information submitted, your firm has met the requirements for certification renewal.

Your firm's certification will last for a period of two (2) years beginning with the effective date of this letter. You may apply for recertification as a MFBE three months prior to the certification expiration date. Failure to recertify your company within six (6) months after certification has expired will require your company to repeat the certification process in its entirety. If at any time during your certification period there is a change in management, ownership or control of your firm, you are required to update your firm's profile. If your firm relocates during the certification period please update your profile as well. Failure to maintain accurate information on your firm may result in removal of your firm from the Minority/Female Business Enterprise (MFBE) Directory.

If you have any questions or require further assistance, please feel free to contact our office at (404) 612-6300. We wish you continued success in your business endeavors.

Sincerely,

Mario Avery
Contract Compliance Administrator



SOUTH CENTRAL TEXAS REGIONAL CERTIFICATION AGENCY

Your unified certification source
www.sctrca.org

April 29, 2021

Edith Jeremias
Interboro Packaging Corp.
114 Bracken Road
Montgomery, NY 12549-2600

Dear Edith Jeremias:

We are pleased to inform you that your application for certification in our Small, Minority, Woman and Veteran Business Enterprise (S/M/W/V) Program has been approved. Your firm met the requirements of the SCTRCA Policy and Procedure Manual and is currently certified as a:

*ESBE SBE WBE

Certification Number: 221049500

Certification Expiration: April 30, 2023

Providing the following products or services:

NAICS 423450: MEDICAL, DENTAL, AND HOSPITAL EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

NAICS 423850: SERVICE ESTABLISHMENT EQUIPMENT AND SUPPLIES MERCHANT WHOLESALERS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is April 30, 2023.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

A handwritten signature in black ink, appearing to read "Charles Johnson", with a long horizontal line extending to the right.

Charles Johnson,
Executive Director

Describe the offeror's inventory in terms of volume, quality, brands, and variety of items.

Inventory. Interboro's inventory in terms of volume in weight, (as the polyethylene industry is guided by weight) amounts to over 5,000,000 pounds of plastics bags. Interboro's inventory in terms of volume in cases; amounts to over 260,000 cases of plastics bags.

Quality. Interboro's can liners and polyethylene bags are manufactured from the highest quality virgin super-hexene resins, and will easily outperform heavier gauge liners made from non-virgin non-hexene based materials. It has been produced, with state-of-the-art upgrades in technology, and is famous for its superior quality and reliability.

Interboro's can liners and polyethylene bags are designed for a wide variety of applications, and are backed by our unconditional promise of performance and highly trained professional customer service.

- Top quality resins
- Maximum film strength
- Puncture and tear resistant
- Virtually leak-proof Star seal
- Wide range of strengths and sizes
- Packed for easy stacking and storage

Brands. Interboro carries a variety of bags from highly respectable manufacturers, which provide superior quality liners. Interboro is one of the biggest distributors from these manufacturers, as Interboro possesses a huge purchasing power by ordering in multiple truckload quantities from the biggest manufacturers.

Variety of items. Interboro provides can liners, plastic bags, custodial supplies, janitorial supplies, maintenance supplies, food bags, stretch film, polyethylene gloves, latex gloves, vinyl gloves, Nitrile gloves and medical supplies for governmental and municipal agencies throughout forty-eight (48) states.

Offeror's general approach to providing services.

Interboro is known for fast, on-time delivery throughout the government-contract bidding community. Interboro ships throughout the Country for states, cities, counties, colleges, universities, school districts, governmental agencies, as well as to businesses, large and small. Interboro carries a large inventory of disposable paper and plastic products and can ship most orders within 7-10 days.

Interboro has knowledge of latest technology as it gets the latest information directly from the biggest manufacturers, as Interboro is one of the larger distributors of liners in the country. Interboro's experience is over Thirty-Five in the polyethylene industry. Interboro's specialty is providing the highest grade of material, quality; conform to customer's delivery requirement at the most competitive price.

Interboro represents only proven manufacturers who provide superior quality, latest technology resin, competitive pricing, and who share our commitment to innovative techniques and expedited service.

Interboro's customer support team will provide the end user with superior customer service. Similarly, Interboro's shipping department will provide its superior shipping capabilities and meet the delivery requirements.

Location and description of the warehouse that would be used to service the contract.

Interboro services its costumers from its warehouse located at 114 Bracken Road, Montgomery, NY 12549-2600.

Interboro's facility contains more than eighty thousand square feet (80,000 sq. ft.) of modern high ceilings, forty-five feet high (45') warehouse space, five thousand square feet (5,000 sq. ft.) of modern office space, 14 loading docks, and all other necessary shipping equipment, as State-of-the-art high-low equipment to load/unload trucks. Interboro ships all its orders on shrinked-wrapped pallets to preserve the quality of the shipment. Interboro stocks in its huge facility, over five million pounds of can liners as our normal inventory, perfectly suited for the storage and distribution of the end user's needs.

Interboro believes that it can service the requirements of the end user from Interboro's present facility. Interboro ships through common carrier, usually within 7-10 days ARO. Interboro would keep in stock all of the end user's annual requirements at the inception of the contract, in order to facilitate immediate deliveries.

Describe the proposed delivery plan, including delivery charges, lead times, and proposed delivery times.

Interboro believes that it can service the requirements of the end user from Interboro's present facility. Interboro ships through common carrier, usually within 7-10 days after receipt of order ("ARO. Interboro would keep in stock all of the end user's annual requirements at the inception of the contract, in order to facilitate immediate deliveries.

Interboro has the capability and capacity to deliver to any location inside or outside, (however prefers to deliver to a loading dock) monthly, weekly, and/or on an as-needed basis. Interboro would do everything necessary to meet the needs and requirements of the end user. Interboro's prices include delivery charges. Interboro lead times are what the end user would request. Interboro has the capability to ship via overnight couriers, for emergency shipments. On those occasions, Interboro could ship an order called in before 4:00 P.M. for next morning 7:30 A.M. delivery. However, the overnight charges are not included in the price and would be added on to the invoice pursuant to the actual cost of an overnight carrier.

Extreme emergency orders could be shipped if an order is called in before 4:45 P.M. for next morning 10:30 A.M. delivery. Extreme emergency orders would be defined by the end user and the expedited delivery charges would increase pursuant to the overnight courier's rates for early morning delivery.

Description of the offeror's invoicing procedure including samples copies of sales tickets, deliver tickets, invoices and other related documentation.

Interboro's procedure for invoicing is very simple, the date the order is shipped the invoice is created and mailed. Upon request, invoices could be faxed. Similarly, the delivery tickets – i.e. bill of ladings ("BOL") – are provided to the common carrier, which thereafter provides the BOL to the end user receiving department upon tendering the shipment at the end user's dock. At that point, the end user would receive an extra copy for its records. Similarly, Interboro provides a copy of the BOL on each pallet, under the stretch wrap, for easy recognition and ease of warehousing.

Interboro also accepts all major credit cards as a method of payment. On Interboro's invoices, the purchase order number, delivery destination, product and quantity ordered are clearly defined for ease of processing.

Describe the return policy procedures detailing vendor notification, method of return, restocking fees, etc. Explain how credits will be handled.

Interboro return policy and procedure is very simple. As in this case, Interboro often responds to a Request for Bid or Invitation for Bid by providing samples to the entity conducting the bid process or the end user, for evaluation, testing and approval. Those samples, once approved, establish the product that is being supplied for the various departments ordering through the awarded bid. Those

samples are the benchmark for all tests and future inspections of the liners provided.

Should Interboro deliver any order not meeting the aforementioned benchmark, the end user would notify Interboro of a defect of the delivered order. Interboro would immediately arrange to cover the delivered product by shipping a replacement order from its warehouse facility and pick-up the defective order. There would be an even exchange, whatever amount of cases the end user has in its possession as defective would be exchanged with conforming goods. There would be no charges initiated for the exchange.

However, should the returned goods turn out to be in perfect condition, with no defect and in conformance with the samples Interboro submitted with the bid, as noted that the samples become the benchmark and establishes the product that is being supplied for the various departments, then Interboro would charge The end user for all shipping charges that is associated with the return, the original shipping charge and its return. However, there would be no restocking fees. The same procedure would apply for returning goods ordered by any department, which would contemplate returning an order placed for the wrong item or for any other reason other than a defect in the goods delivered.

Interboro stands behind its product and is accordingly responsible for its performance, and will replace all defected merchandise, and will resolve these and any related problems to the satisfaction of the end user.

In order to prevent defects during shipping Interboro is diligent to secure, properly package for shipment with common carriers. All products are packaged in new shipping containers.

List the qualifications and experience of the offeror in providing the services described herein.

- Founded in 1982 (36 years in business)
- Privately owned
- Certified Minority owned
- Small business enterprise
- Highly trained employees
- Super efficient warehouse – Shipping & Receiving (87,000 sq. ft. 45' Ceiling)
- Huge inventory capacity (over 5,000,000 pounds of plastics)
- Represents all major high-quality plastic manufacturers
- State-of-the-art computer equipment (updated annually – software & hardware)
- Interboro is engaged in the sale and distribution of plastic liners (bags) and related products. Interboro is not a manufacturer of such liners. Instead, Interboro's specialty is bidding for and

obtaining contracts to supply such liners to states and municipal governments across the United States via competitive bidding. Interboro sells the liners from its large inventory or orders them from the various manufacturers of plastic bags in the United States. Interboro is one of the larger distributors of liners in the country and has great experience with the bidding process as well as the sale and distribution of its products.

- Interboro provides can liners, plastic bags, custodial supplies, janitorial supplies, maintenance supplies, food bags, stretch film, polyethylene gloves, latex gloves, vinyl gloves, nitrile gloves and medical supplies for governmental and municipal agencies throughout forty-eight (48) states.
- Customer service, sales personnel, and warehouse distribution staff dedicated to customer requirements, before, during, and after each order.
- State-of-the-art resin and poly technology - quality and performance - implemented and upgraded as technology becomes available.
- Interboro has over \$3,000,000.00 worth of existing contracts – supplying States, Cities, Counties, School Districts, Colleges, Universities and local municipalities. Interboro provides the States, Cities, and Counties for their various departments, as Parks & Wildlife Departments, Prison System, Detention Centers, Correctional Facilities, Support Facilities, Hospitals, Nursing Homes, EMS, Police & Fire Departments, Transportation Department, Highway Department, Senior Citizen Centers, Health Care Facilities, Transit Authorities, and Airport Authority.

Provide names, qualification and experience of the personnel to be assigned to The The end user.

Name

Title

Abraham Jeremias	Vice President Founder of Company
Pinches Glauber	Manager of Shipping & Receiving ¹
Chanie Holtzer	Secretary and Office Manager
Toby Friedman	Customer Service Supervisor ²
Mayer Jeremias	Order Processing ³
Chaim Bittman	Accounts Receivable Manager ⁴

In addition, Interboro has a staff of fifteen (15) employees for handling customer services issues, processing orders, coordinating deliveries, processing emergency orders for overnight deliveries and customer relations.

¹ Pinches has experience in the field of shipping in receiving for twenty (20) years. In 1996, Pinches became General Manager for the entire operation of Interboro. Further, Mayer, as GM has established a very close relationship with all common carriers servicing Interboro and through his direct contacts with all major carriers, Mayer would secure that all orders are shipped and delivered to the end user pursuant to the end user's requirements.

² Toby will help the end user with all of your concerns and ensure you are fully satisfied with our service. Toby has three years in the current position and skillfully manages to please all contacts.

³ Mayer would handle order entry for the end user and in charge of keeping records efficiently to better serve the end user. Mayer has more than three years experience in the field.

⁴ Chaim is in charge to processes invoices and billing Interboro customers in a timely fashion for payment.

Contract References

The School District of Philadelphia
440 N. Broad Street Suite 331
Philadelphia, Pennsylvania 19130
Contact: Devon Sundberg
Phone: (215) 400-6863
Email: dsundberg@philasd.org

Weber School District
5320 Adams Avenue Parkway
Ogden, Utah 84405
Contact: Jamie Henrie
Phone (801) 476-7905
Email: jahenrie@wsd.net

Fort Worth Park & Recreation Dept.
4200 S. Freeway Suite 2200
Fort Worth, Texas 76115
Contact: Walter Newman
Phone: (817) 392-5741
Walter.Newman@fortworthtexas.gov

Austin ISD Nutrition & Food Services
3701 Woodbury Drive
Austin, Texas 78704
Contact: Misty Olsson
Phone: (512) 414-0225
Email: misty.olsson@austinisd.org

Dallas County Facilities Department
113 W. Commerce Street
Dallas, Texas 75207
Contact: Cyndi Armendariz
Phone: (214) 653-2965
cynthia.armendariz@dallascounty.org

Passaic County
495 River Street
Paterson, New Jersey 07524
Contact: Miguel Diaz
Phone: (973) 247-3316
Email MiguelD@passaiccountynj.org

Darlington County School District
120 East Smith Avenue
Darlington, South Carolina 29532
Contact: Nan Johnson
Phone: 843-398-2272
E: Nannette.Johnson@darlington.k12.sc.us

School District of Lee County
2855 Colonial Boulevard
Fort Myers, Florida 33966
Contact: Rebecca Rash
Phone: (239) 479-4291
Email: RebeccaDR@LeeSchools.Net

Columbus Consolidated Govt.
1011 Cusseta Road
Columbus, GA 31901
Contact: Shalonnica Arrington
Phone: (706) 225-4940
Email: SArrington@columbusga.org

Houston Independent School District
6801 Bennington
Houston, Texas 77028
Contact: Rhonda Carroll-Johnson
Phone: 713-556-6543
Email: RCARROL1@HOUSTONISD.ORG

Orange County Public Schools
445 W. Amelia Street
Orlando, Florida 32801
Contact: Jessica Graham & Sue Allen
Phone: (407) 317-3988
Email: Jessica.Graham@ocps.net

Peoria Public School District 150
3202 North Wisconsin Avenue
Peoria, Illinois 61603
Contact: Naomi Armstrong
Phone: (309) 685-0935 #21236
Email: naomi.armstrong@psd150.org

Broward County School Board
3800 NW 10 Avenue
Fort Lauderdale, Florida 33309
Contact: Silvia Valvezan
Phone: (754) 321-4616
Email silvia.valvezan@browardschools.com

Eagle Pass Independent SD
1420 Eidson Road
Eagle Pass, Texas 78852
Contact: Linda Yzquierdo
Phone: (830) 773-5181 #1062
Email: lyzquierdo@eaglepassisd.net

Commonwealth of Pennsylvania DGS
555 Walnut Street, 6th Floor
Harrisburg, Pennsylvania 17120
Contact: Wanda Bowers
Phone: 717-346-3840
Email: wbowers@pa.gov

Tacoma Public Schools
3321 S. Union Ave
Tacoma Washington 98409
Contact Person – Shelby Heyward
Phone: (253) 571.3383
Email: sheywar@tacoma.k12.wa.us

City of Boston
One City Hall Square, Room 808
Boston Massachusetts 02201
Contact: Brian Heger
Phone: (617) 635-2201
Email: brian.heger@boston.gov

Los Angeles Unified School District
333 South Beaudry Avenue
Los Angeles, California 90017
Contact: Eliana Serrano
Phone: (562) 654-9306
Email: eliana.serrano@lausd.net

Marion County School Board
506 southeast 3rd Avenue
Ocala, Florida 34471
Contact: Amelia Bray
Phone: (352) 671-7506
Email: Amelia.bray@marion.k12.fl.us

Escambia County School District
51 E Texar
Pensacola, FL 32503
Contact: Michelle Simmons
Phone: (850) 469-5439
Email: MSimmons@escambia.k12.fl.us

City of Indianapolis / Marion County
40 South Alabama Street
Indianapolis, IN 46204
Contact: Glema Cash
Phone: (317) 327-1587
Email: Glema.Cash@indy.gov

Welcome
Rachel LoebUser ID
RLOE6626Last Login
12:35 PM - 02/08/2012 Log Out[Click any link for help](#)

- Home
- My Cases
- New Case
- View Cases
- Search Cases
- My Profile
- Edit Profile
- Change Password
- Change Security Questions
- My Company
- Edit Company Profile
- Add New User
- View Existing Users
- Close Company Account
- My Reports
- View Reports
- My Resources
- View Essential Resources
- Take Tutorial
- View User Manual
- Contact Us

Company Information

Company Name: Interboro Packaging Corporation [View/Edit](#)

Company ID Number: 280227

Doing Business As (DBA)
Name:

DUNS Number:

Physical Location:

Address 1: 114 Bracken Road

Address 2:

City: Montgomery

State: NY

Zip Code: 12549

County: ORANGE

Mailing Address:

Address 1:

Address 2:

City:

State:

Zip Code:

Additional Information:

Employer Identification Number: 112633541

Total Number of Employees: 20 to 99

Parent Organization: None

Administrator:

Organization Designation:

Employer Category: None of these categories apply

NAICS Code: 453 - MISCELLANEOUS STORE RETAILERS [View/Edit](#)Total Hiring Sites: 1 [View/Edit](#)Total Points of Contact: 1 [View/Edit](#)

Welcome
Rachel LoebUser ID
RLOE6626Last Login
12:35 PM - 02/08/2012

Log Out

[Click any icon for help](#)[Home](#)[My Cases](#)[New Case](#)[View Cases](#)[Search Cases](#)[My Profile](#)[Edit Profile](#)[Change Password](#)[Change Security Questions](#)[My Company](#)[Edit Company Profile](#)[Add New User](#)[View Existing Users](#)[Close Company Account](#)[My Reports](#)[View Reports](#)[My Resources](#)[View Essential Resources](#)[Take Tutorial](#)[View User Manual](#)[Contact Us](#)

User Summary List

[Previous](#) [Next](#)

User ID	Company	User Role	Last Name	First Name	Last Login Date	Status	Locked	Logged On
RLOE6626	Interboro Packaging Corporation	Program Administrator	Loeb	Rachel	02/14/2012 03:35 PM	Current	N	Y

[Previous](#) [Next](#)

State of New York
Department of State } ss:

I hereby certify, that the Certificate of Incorporation of INTERBORO PACKAGING CORP. was filed on 08/31/1982, with perpetual duration, and that a diligent examination has been made of the Corporate index for documents filed with this Department for a certificate, order, or record of a dissolution, and upon such examination, no such certificate, order or record has been found, and that so far as indicated by the records of this Department, such corporation is an existing corporation.



*WITNESS my hand and the official seal
of the Department of State at the City of
Albany, this 01st day of June two
thousand and eighteen.*

*Brendan W. Fitzgerald
Executive Deputy Secretary of State*

November 10, 2021

State of Arkansas
112 West 8th Street
Little Rock, AR 72201


Bid # 710-22-0015 Trash Can Liners

To Whom It May Concern:

This is to certify that the items offered by Interboro Packaging Corporation, for the State of Arkansas has a lifetime warranty. Interboro replaces all defective merchandise within the shortest period of time possible.

If I can be of any further assistance to you, please do not hesitate to contact me.

Very truly yours,



Blimie Itzkowitz
Secretary

Interboro Packaging Corporation

Nationwide Service

114 Bracken Road
Montgomery, New York 12549-2600
(845) 782-6800
Fax (845) 781-2450
E-mail: Abraham@interboropackaging.com

November 10, 2021

State of Arkansas
112 West 8th Street
Little Rock, AR 72201

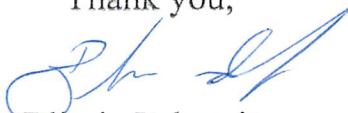
Bid # 710-22-0015 Trash Can Liners

To Whom This May Concern:

This is to certify that the Bags offered by Interboro Packaging Corporation, for the State of Arkansas are in full conformance with the bid specifications and requirements of the above referenced bid.

If you have any question please do not hesitate to contact me.

Thank you,


Blimie Itzkowitz
Secretary

“Descriptive Literature”**Bid # 710-22-0015 Trash Can Liners**

Item Number	Product Name	Gauge	Width (Inch)	Gusset (Inch)	Length (Inch)	Color	Bags Per Case
1	INT-15923-XXH	1 Mil	15	9	23	Clear	1,000
2	INT-231039-Super Exh	1.5 Mil	23	10	39	Clear	250
3	INT-221658-Super Ex-Hvy	2 Mil	22	16	58	White	100
4	INT-161436-Super Ex-Hvy	2 Mil	16	14	36	Black	250
5	INT-3860-Super Exh	1.5 Mil	38		60	Black	100
6	INT-3652-X-Hvy	14 Micron	36		52	Clear	200
7	INT-4048-XH	16 Micron	40		48	Clear	250
8	INT-3858-Super Ex-Ex-Hvy	2.5 Mil	38		58	Clear	100
9	INT-4455-Super Ex-Ex-Hvy	2.5 Mil	44		55	Black	100
10	INT-3439-Super Ex-Hvy	2 Mil	34		39	Black	250

Mfr: Inteplast/Pitt

Please Note! It is understood that we are quoting the prices per the unit you have specified in the bid. However, as the columns above “Bags per case/Packed” indicate, we would prefer to stock some items in a different pack. Please refer to the attached letter for adjusted prices.

November 10, 2021

State of Arkansas
112 West 8th Street
Little Rock, AR 72201

Bid # 710-22-0015 Trash Can Liners

To Whom This May Concern:

We are enclosing samples, which are being submitted in compliance with the above-referenced bid.

Please Note! The samples are in accordance with the specified strength. However, since these are the only bags that we have in stock at the present time, the size of some bags may differ with a couple of inches. Also, the color of some bags may be different.

Upon approval of our bid we shall manufacture the bags exactly according to the specified size/color. The purpose of the samples is to test the strength of the bag and the material we are offering. These samples do serve this purpose.

All shipments made consistent with the enclosed samples will be deemed in full conformance with bid specifications. We are relying upon approval of these samples for compliance of its bid and will ship only such bags, in the specified size/color. Acceptance of our bid shall conclusively constitute approval of the enclosed samples as conformity with bid specifications.

Sincerely,



Blimie Itzkowitz
Secretary

November 10, 2021

State of Arkansas
112 West 8th Street
Little Rock, AR 72201

Bid # 710-22-0015 Trash Can Liners

To Whom This May Concern:

We are formally requesting that you forward to us the bid tabulation for the bid referenced above, which opened on November 15, 2021. We would like to obtain from your department the following information.

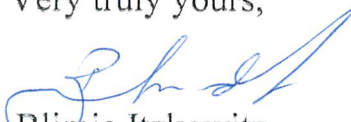
The contract award price for each individual item in the bid.

The name of the contractor that was awarded each item.

I hereby request these records to be made available under the provision of the Freedom of Information Act.

A prompt reply would be appreciated.

Very truly yours,


Blimie Itzkowitz
Secretary