



State of Arkansas
 OFFICE OF STATE PROCUREMENT
 1509 West Seventh Street, Room 300
 Little Rock, Arkansas 72201-4222

INVITATION FOR BID

IFB Number: SP-15-0065	Buyer: Julia Shackelford Email: Julia.shackelford@dfa.arkansas.gov
Service: Security Guard Services	Bid Opening Date: April 7, 2015
Agency: Department of Arkansas Heritage	
Date Issued: March 2, 2015	Bid Opening Time: 2:30 p.m. Central Time

BIDS WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE BID ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE BID NUMBER, DATE AND HOUR OF BID OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their bid documents to the Office of State Procurement prior to the scheduled time for opening of the particular bid. When appropriate, vendors should consult with delivery providers to determine whether the bid documents will be delivered to the OSP office street address prior to the scheduled time for bid opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

MAILING ADDRESS: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	BID OPENING LOCATION: Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000699498

1. **MINORITY BUSINESS POLICY:** Minority participation is encouraged in this and in all other procurements by state agencies. Minority is defined by Arkansas Code Annotated § 15-4-303 as a lawful permanent resident of this state who is: African American, Hispanic American, American Indian, Asian American, Pacific Islander American or a Service Disabled Veteran as designated by the United States Department of Veterans Affairs. The Arkansas Economic Development Commission conducts a certification process for minority business. Bidders unable to include minority-owned business as subcontractors “may explain the circumstances preventing minority inclusion”.

Check minority type: African American___ Hispanic American___ American Indian___
Asian American___ Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number _____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors 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. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>

4. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exceptions to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document’s written or electronic language. If the Bidder wishes to make exceptions to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exceptions. If Bidder's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder's response may be declared as "non-responsible" and the response shall not be considered.

5. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.

6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.

7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

8. ANTICIPATION TO AWARD: After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and no official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

The Office of State Procurement reserves the right to waive the Anticipation to Award when it is determined to be in the best interest of the State.

9. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, VPR (Vendor Performance Report), memo, file or any other appropriate authenticated notation of performance to the vendor files.

10. VISA ACCEPTANCE: Awarded contractors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fees may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.

11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Bidders should complete the Disclosure Forms issued with this bid.

12. CURRENCY: All bid pricing must be United States dollars and cents.

13. LANGUAGE: Bids will only be accepted in the English language.

SECTION 1 - GENERAL INFORMATION

- 1.1 INTRODUCTION:** This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Department of Arkansas Heritage (DAH), to obtain pricing and a contract for Security Guard Services.
- 1.2 ISSUING AGENCY:** The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB related matters should be made through the State's buyer, Julia Shackelford at 501-371-6079 or email julia.shackelford@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.
- 1.3 CAUTION TO BIDDERS**
1. **During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor.** Specifically, the person named herein will initiate all contact.
 2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.**
 3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons but is not limited to the following:
 - a. Failure of the vendor to submit his bid on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet.
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the IFB.
 - e. Failure of any proposed services to meet or exceed the specifications.
- 1.4 BID FORMAT:** Any statement in this document that contains the word “will”, “must” or “shall” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected.
- 1.5 TYPE OF CONTRACT:** The contract will be a one (1) year term contract with an anticipated starting date of July 1, 2015. Upon mutual agreement by the contractor and OSP, the contract may be renewed on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof. In no event shall the total contract term be more than seven (7) years.
- 1.6 PAYMENT AND INVOICE PROVISIONS:** Payment will be made **twice a month** and in accordance with applicable State of Arkansas accounting procedures upon acceptance by the agency. The State may not be invoiced in advance of any services. Payment will be made only after the contractor has successfully satisfied the agency as to the services provided. Vendor should invoice the agency by an itemized list of charges. Purchase Order Number and/or Contract Number should be referenced on each invoice. Invoices will be forwarded to the address that is specified on the agency's purchase order.
- Invoices shall be forwarded to address that is specified on Agency's Purchase Order
- Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>
- 1.7 RECORD RETENTION:** The contractor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.
- Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee 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.

1.8 PROPRIETARY INFORMATION: Proprietary information submitted in response to this (IFB) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (IFB) become the property of the State and shall be open to public inspection subsequent to bid opening. It is the responsibility of the Vendor to identify all proprietary information. **The vendor should submit one complete copy of the response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The vendor is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the vendor. If a redacted copy is not included, the entire bid will be open to public inspection with the exception of financial data (other than pricing). If the State of Arkansas deems redacted information to be subject to the FOIA the vendor will be contacted prior to sending out the information.

1.9 RESERVATION: This IFB does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a bid in response to this request, or to procure or contract for services.

1.10 PRIME CONTRACTOR RESPONSIBILITY: The selected vendor **will** be required to assume prime contractor responsibility for the contract and will be the sole point of contact with regard to all services being provided.

If any part of the work must be subcontracted, vendor should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning subcontractor's organizational activities in their technical bid response.

The contractor **shall** give OSP immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, may result in litigation related in any way to the contract or the State.

1.11 CONTRACT INFORMATION:

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To conduct litigation in a place other than Pulaski County, Arkansas.
 - d. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.12 CONDITIONS OF CONTRACT: The successful bidder shall at all times observe and comply with Federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of the contract which in any manner affect the completion of the work. The successful bidder 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 successful bidder.

1.13 STATEMENT OF LIABILITY: The State will demonstrate reasonable care but shall not be liable in the event of loss, destruction, or theft of contractor-owned items to be delivered or to be used in the installation of deliverables. The vendor is required to retain total liability until the deliverables have been accepted by the "authorized agency official." At no time will the State be responsible for or accept liability for any vendor-owned items.

1.14 AWARD RESPONSIBILITY: The State Procurement Official will be responsible for award and administration of any resulting contract.

1.15 AWARD CRITERIA: Award shall be made to the lowest responsible, responsive bidder on an ALL or NONE basis. **Consideration will be given only to those who bid all line items.** Bids must meet or exceed all defined specifications. Bidder must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.

1.16 DELEGATION AND/OR ASSIGNMENT: The vendor shall not assign the contract in whole or in part or any payment arising there from without the prior written consent of the State Procurement Official. The vendor shall not delegate any duties under this contract to a subcontractor unless the State Procurement Official has given written consent to the delegation.

1.17 COST: All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the services being bid. Bid pricing must be valid for (90) days following the IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

1. The State will not be obligated to pay any costs not identified on the Official Bid Price Sheet.
2. Any cost not identified by the bidder but subsequently incurred in order to achieve the service **shall** be borne by the bidder.

1.18 PRICE CHANGE CLAUSE: All prices bid will remain firm for the first term of the contract. In the event there is an increase in the Federal or State minimum wage, this contract may be re-negotiated based on the number of man-hours being expended on the contract. The contractor will be required to supply such documentation as may be considered necessary by Arkansas Heritage and Office of State Procurement to support a claim for higher compensation due to higher Federal and State minimum wage requirements. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension.

The State further reserves the right to reject any proposed price increase, cancel the contract and re-bid if determined to be in the best interest of the State.

1.19 LOCATION OF SECURITY GUARD SERVICES: Various locations throughout the State of Arkansas, as specified on agency purchase order.

1.20 CANCELLATION: In the event the State no longer needs the service specified in the contract or purchase order due to program changes, changes in laws, rules, or regulations, relocation of offices, or lack of appropriated funding, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation thirty (30) days prior to the date of cancellation.

SECTION 2 – SPECIFIC REQUIREMENTS

- 2.1 SCOPE:** The intent of this IFB is to establish a Term contract to provide Unarmed Security Guard Services at various locations in Little Rock, Arkansas for the Department of Arkansas Heritage (DAH).
- 2.2 QUANTITY:** The number of Security Guard Officers, hours and locations are estimated for bidding purposes only and may vary according to agency needs. The agency may require more or less guards and hours during the term of the contract. If additional guards are needed, the successful vendor shall provide them at a price mutually agreed upon by the agency and the vendor but not to exceed the hourly rate set within this bid. **NOTE:** Issuance of an award does not guarantee an order.
- 2.3 REFERENCES:** When requested, bidders must submit within seven (7) working days a minimum of three (3) reference letters from clients whom the bidder has provided security guard services within the last three (3) years. One reference should be from a client who is located in Central Arkansas. The building manager or other persons responsible for the lawn service must sign the reference. Reference should include the contact person, telephone numbers including cell phone number if possible, and email address. The reference accounts should rate the quality of service by rating the bidder's performance as to poor, fair, good, or excellent in quality of service. OSP reserves the right to contact any or all clients of the bidder even if they were not provided by the prospective vendor.
- 2.4 POLYGRAPH EXAMINATIONS:** DAH reserves the right to have vendor's Security Guard Officers take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 Et. Seq. All expenses for polygraph examinations will be at the expense of the successful vendor.
- 2.5 CRIMINAL BACKGROUND CHECKS:** The Office of State Procurement and DAH reserves the right to request Criminal Background Checks on all Security Guard Officers assigned to the DAH buildings. The criminal background check must include a Sex Offender report and should show a "Date of Report" not greater than seventy-two (72) hours from request date. All expenses for background checks will be at the expense of the successful vendor.

The vendor who enters into a contract with the State of Arkansas may not knowingly employ an individual to work at DAH if the Security Guard Officer is a registered child sex offender. Violation of this provision will result in contract termination.

The Office of State Procurement and DAH reserves the right to terminate any contract resulting from this IFB should the Criminal Background History Reports show evidence of being tampered with, (i.e. sections blocked out, report dates of greater than seventy-two (72) hours, etc.).

The vendor may utilize the Arkansas State Police to provide the required Criminal Background Checks. Should contractor utilize another provider of Criminal Background Checks, provider must be certified to provide information accordingly.

- 2.6 STATE HOLIDAYS:** 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 should maintain adequate staff on such working days. *Additional days may be proclaimed as holidays by the Governor, by Executive Proclamation.

If the holiday falls on Saturday, the preceding Friday will be observed. If the holiday falls on Sunday, the following Monday will be observed.

New Year's Day	January 1
Lee/King Birthday	January; third Monday
Washington Birthday/Daisy Bates Day	February; third Monday
Memorial Day	May; last Monday
Independence Day	July 4
Labor Day	September; first Monday
Veterans Day	November 11
Thanksgiving Day	November; fourth Thursday
*Day after Thanksgiving	November; fourth Friday
Christmas Eve	December 24
Christmas Day	December 25

2.7 INSURANCE: When requested, the successful vendor shall furnish within seven (7) working days, an approved "Certificate of Insurance" from a company or agent licensed in the State of Arkansas, and must keep the insurance in force throughout the contract period and any extensions. The insurance may not be modified without OSP approval. The following is a list of liability limits.

Workers Compensation and Employee Fidelity Coverage
Standard limits as outlined by vendor's insurance carrier.

A. Worker's Compensation and Employee Liability Policy
Worker's Compensation Statutory Limits
Employer's Liability \$1,000,000.00 each accident

B. Comprehensive General Liability Policy
Premises and Operation
Contractual Insurance
Personal Injury

Each item listed in Section B must have:

Bodily Injury \$500,000.00 each person
 \$1,000,000.00 each aggregate
Property Damage \$1,000,000.00 each occurrence
 \$1,000,000.00 aggregate

Automobile Liability \$100,000.00 including non-owned and hired vehicles

THE VENDOR SHALL ASSUME ALL LIABILITY FOR ANY ACCIDENTAL OR CRIMINAL OCCURANCE.

SECTION 3 – REQUIREMENTS AND SPECIFICATIONS OF SERVICES

3.1 VENDOR QUALIFICATIONS: The successful vendor should meet the following qualifications and furnish proof to the Office of State Procurement when requested:

1. Be a duly licensed security guard company with the State of Arkansas.
2. Have a resident manager duly licensed with the State of Arkansas.
3. Have a clean record of compliance with the State of Arkansas Board of Private Investigators and Security Agencies.
4. Have an established office in the Central Arkansas area.
5. Provide the names and phone numbers of the supervisor contact person that is on call during the guards scheduled hours to the DAH agency contact person.

3.2 SECURITY GUARD OFFICER QUALIFICATIONS: All Security Guard Officers assigned by the vendor must:

1. Be licensed by the Arkansas State Police
2. Be exempt of all criminal convictions
3. Possess a valid Arkansas Driver's License or a valid Arkansas identification card
4. Be at least twenty-one (21) years of age
5. Possess a high school diploma, GED or equivalent training
6. Be able to read, write and verbally communicate effectively in English; particularly in emergency situations
7. Meet all requirements for private Security Guard Officers as established by law or regulation prior to assignment
8. Be trained and familiarized with the grounds prior to being placed on the job
9. Be able to work outside in extreme temperatures
10. Be able to perform all duties requiring moderate to difficult physical exertion such as:
 - a) Standing or walking for an entire shift and have the ability to run if necessary
 - b) Climbing stairs and ladders
 - c) Lifting or carrying heavy objects
11. Successfully pass a drug test designed to detect the following elements:
 - a) Marijuana
 - b) Cocaine
 - c) Opiates
 - d) Amphetamines
 - e) PCP
 - f) Alcohol

The Office of State Procurement and DAH reserves the right to request a copy of the drug test report at any time. All expenses for drug testing will be at the expense of the successful vendor.

3.3 TRAINING: The training of all assigned guards prior to placement on State property shall include, but is not limited to:

1. The satisfactory completion of a minimum of six hours of security training in compliance with Arkansas Code Annotated 17-40-101 ET seq.
2. A minimum of four (4) hours of on-the-job instruction should include, but is not limited to:
 - a) Performance of post assignments
 - b) Performance of special assignments
 - c) Emergency procedures
 - d) Proper use of emergency equipment, i.e., fire extinguishers, fire equipment, gas masks, respirators
 - e) Public Relations
 - f) Computer
 - g) Legal restrictions on arrest, search, and seizure
 - h) Report writing and field note taking
 - i) Training in appearance, attitude conducts and discipline
 - j) Safety on-the-job
 - k) Bomb threats
 - l) Radio/Telephone techniques
 - m) Proper use of metal detector

All expenses for training will be at the expense of the successful vendor. The Office of State Procurement and/or DAH reserves the right to request a copy of the records at any time.

3.4 VENDOR'S SECURITY GUARD OFFICERS: The successful vendor shall provide supervision to all Security Guard Officers assigned to DAH buildings. The vendor shall replace any guard who becomes incompatible with the agency. DAH will be the sole judge of the incompatibility. If a Security Guard Officer is involved in any action that requires the guard to appear in court, the vendor shall make arrangements for such appearance and be responsible for all additional fees.

1) Supervisor: Supervisors should be competent in their knowledge of security procedures, aggressive in solving problems, and provide quality control. The supervisor agrees to provide all necessary liaisons with the building contact person. A supervisor should visit the DAH buildings at least once per week, at which time the guard log will be signed and dated by the supervisor. Supervisor site visits are subject to change at agency's discretion.

2) Guard-On-Duty: The Guard-on-Duty shall function as the site supervisor and maintain a Daily Activity Report (DAR) which should include, but is not limited to the following activities:

- a) the time the log is opened and closed
- b) time of shift change
- c) theft or missing items
- d) unlocked doors and windows
- e) breakage
- f) calls to local authorities
- g) non-working devices

The DAR should be submitted to the agency contact person at the completion of each shift.

Any incidents of employee endangerment or potentially harmful activity must be reported to the agency contact person within one hour of learning of the incident or activity. The Guard-on-Duty may receive additional instruction and/or information from DAH management as necessary.

3) Duty Supervisor: The Duty Supervisor is responsible for the guards during their shifts. At least one (1) Duty Supervisor shall be on duty during scheduled guard hours. If the Duty Supervisor is performing their duties from a vehicle, said vehicle shall be equipped with a cell phone and a radio capable of direct two-way voice communication with the vendor's base headquarters.

3.5 PROTECTION OF PROPERTY: Assigned Security Guard Officers shall:

1. Take all precautions to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building and grounds.
2. Not reveal any information concerning the security assignment, on or off duty, to anyone except the designated DAH official, the company or any guards employed by the company who may need the information to carry out their orders.
2. Be responsible for any loss or damage to the State's property and to the property of others due to the negligence or willful act of the vendor's personnel, and shall make good, at vendor's expense, such loss or damage.
3. Not make any copies of any keys belonging to DAH. The building managers will assign all building keys to the vendor.
4. Not disturb papers on desk, open desk or cabinet drawer, files or bookcases.
5. Not tamper with museum artifacts or exhibit materials.
6. Comply with regulations for control of persons entering or leaving the buildings. Each agency will furnish such regulations to the vendor.
7. Not use any form of tobacco products on State property.
8. Not make any personal phone calls or have visitors.
9. Keep all personal belongings in the designated area during working hours.
10. Not eat or drink in prohibited areas.
11. Not fraternize with client employees or guests.
12. Refrain from loitering with other security guard officers.

3.6 COMPLIANCE WITH BUILDING REGULATIONS: Security Guard Officers shall comply with regulations for control of persons entering or leaving the grounds and buildings. Regulations will be furnished to the vendor by DAH as part of the Guard Post Orders.

3.7 SECURITY GUARD OFFICER DUTIES: The responsibilities of the Security Guard Officer may include, but is not limited to:

1. Be responsible for the protection of employees, clients, property and equipment.
2. Remain on site at all times during shift and will not loiter on the grounds either before or after work hours. Breaks for lunch will be given at the discretion of the DAH agency contact person. The vendor will be responsible for staffing the security assignment while guard is on break.
3. Provide security checks through the perimeter of the buildings and parking lots. Routine inside inspection of these buildings will be made for security and safety reasons periodically during the night. Ensure all exterior doors to all buildings are secured and locked. DAH will provide the security guard company with the necessary master keys to access buildings, which must be locked, unlocked or monitored.
4. Be able to monitor the security system and cameras.
5. Be knowledgeable of and follow the Guard Post Orders and emergency procedures for site emergency (fire, vandalism, etc.). Know the locations of fire extinguishers and other emergency equipment under his/her patrol assignment.
6. Ensure all state vehicles are secured and locked.
7. Maintain a Daily Activity Report (DAR) recording each security check. In the event of any altercation, a written report should be submitted to the agency contact person detailing the incident within twenty-four (24) hours following the incident.

3.8 SECURITY GUARD OFFICER IDENTIFICATION AND DRESS CODE:

1. The vendor shall furnish all assigned Security Guard Officers with picture identification badges containing the name of the company and the Security Guard Officer.
2. All assigned Security Guard Officers reporting to DAH for duty shall wear uniforms without obvious signs of wear such as stains, holes, tears or fading. Uniform will include, but is not limited to, shirts, trousers, jacket and rain gear during inclement weather. Shirts and jackets shall bear a patch with company logo/identification, and guards shall wear an approved badge while on duty. Guards will display a professional appearance while on duty.

3.9 EQUIPMENT: The successful vendor shall provide the following equipment, but is not limited to:

1. Flashlights, batteries and bulbs.
2. Report forms, log books and notebooks containing post orders.
3. Working cell phones to all assigned guards for communication. The cellular telephone should be of the type and quality to enable voice or text communication from any point in the building. Successful vendor shall provide the phone number to the agency contact person and is responsible for reporting any changes related to the cell phone number within twenty-four (24) hours.

3.10 WEAPONS RESTRICTIONS: Security Guard Officers shall not carry firearms at any time while on State property.

3.11 VEHICLE REQUIREMENTS: The successful vendor shall provide a working/drivable vehicle that is properly identified as a security company vehicle. The vehicle should be equipped with working patrol lights so that pedestrians will recognize the purpose of the vehicle. **NOTE:** All assigned Security Guard Officer must carry a hand held radio, supplied by DAH while on duty.

3.12: GUARD SCHEDULE AND HOURS: As stated above in 2.2; the number of Security Guard Officers, hours and locations are estimated and may vary according to agency needs.

A. Two (2) full time locations

1) Mosaic Templars Cultural Center

501 W. 9th St., Little Rock, AR
Contact Kenneth Brown @ 501-683-3643

Day of week: Tuesday through Saturday

Estimated number of guards: one (1)

Estimated time & hours daily: 9:00 a.m. – 5:00 p.m. 8 hours per day

Estimated hours per year: 2080

Note: This building may be rented to outside groups on various occasions for special events. DAH policy requires one (1) security guard per 100 guests.

2) Old State House Museum

300 W. Markham, Little Rock, AR
Contact Ed Garretson @ 501-324-8658

Day of week: Monday through Friday

Estimated number of guards: one (1)

Estimated time & hours daily: 8:45 a.m. – 5:00 p.m. 8 hours 15 minutes per day

Estimated hours per year: 2210

Day of week: Saturday

Estimated number of guards: two (2)

Estimated time & hours daily: 8:45 a.m. – 5:00 p.m. 8 hours 15 minutes per day x two (2) guards.

Estimated hours per year: 884

Day of week: Sunday

Estimated number of guards: two (2)

Estimated time & hours daily: 12:45 p.m. – 5:00 p.m. 4 hours 15 minutes per day x two (2) guards.

Estimated hours per year: 468

Note: This building may be rented to outside groups on various occasions for special events. DAH policy requires one (1) security guard per 100 guests.

B. Five (5) full time locations: one (1) roving guard will be required to travel to each of the five (5) locations listed below and walk around the perimeter of each building and make sure all doors and all windows are locked and secured. The guard is required to go to each location a minimum of two (2) times per shift but could be more depending on time of rotation.

- 1) Mosaic Templars Cultural Center
- 2) Old State House Museum
- 3) Collection Management Facility
- 4) Trapnall Hall
- 5) Historic Arkansas Museum

Day of week: Sunday through Saturday

Estimated number of guards: one (1)

Estimated time & hours daily: 11:00 p.m. – 7:00 a.m. 8 hours per day

Estimated hours per year: 2912

C. Eleven (11) part time locations will be monitored on an as needed basis. These buildings may be rented to outside groups on various occasions for special events.

- 1) AR Arts Council
- 2) AR Historic Preservation
- 3) AR Natural Cultural Resources Council
- 4) Collection Management Facility (example of event: guided tours, collection transporting)
- 5) DAH-Central Administration
- 6) Delta Cultural Center (example of event: Delta Family Gospel Fest)
- 7) Historic Arkansas Museum (example of event: 2nd Friday Art Night)
- 8) Mosaic Templars Cultural Center
- 9) Natural Heritage Commission
- 10) Old State House Museum
- 11) Trapnall Hall

Day of week: will vary

Estimated number of guards: one (1) security guard per one hundred (100) guests for special events.

Estimated time & hours daily: will vary

Estimated hours per year: 200

**MANDATORY SITE VISIT
DEPARTMENT OF ARKANSAS HERITAGE**

SITE VISIT: The agency will conduct one (1) MANDATORY site visit. It is suggested that interested bidders:

- a) Carefully read the bid and have any questions prepared to ensure a good understanding of the services required.
- b) Drive to each location prior to the mandatory site visit and determine where you will park and allow enough time to arrive on time before the first tour begins.
- c) Arrive to the first location by **8:00 a.m.** Central Time.
- d). Must tour at the appointed time. Failure to tour with the group **will** result in disqualification of bidder.

MEETING LOCATIONS:

1) Old State House Museum

300 W. Markham

Little Rock, AR

Contact person: Ed Garretson @ 501-324-8658

2) Historic Arkansas Museum

200 E. Third Street

Little Rock, AR

Contact person: David Etchieson @ 501-324-9310

3) Trapnall Hall

423 E. Capitol

Little Rock, AR

Contact person: Abigail Howe @ 501-324-9716

4) Collection Management Facility

1000 LaHarpe Boulevard

Little Rock, AR

Contact person: Stan Small @ 501-683-5444

5) Mosaic Templars Cultural Center

501 W. 9th Street

Little Rock, AR

Contact person: Kenneth Brown @ 501-683-3643 or 501-683-3593

SITE TOUR DATE AND TIME: Wednesday, April 1, 2015 at 8:45 a.m. Central Time

Late arrivals will not be permitted to join tour nor reschedule site visit.

**MANDATORY SITE TOUR FORM
DEPARTMENT OF ARKANSAS HERITAGE**

To be considered for the job, this Site Tour Form must be signed by the agency contact person after completion of the site tour and given to the OSP buyer.

THIS IS TO VERIFY THAT _____ with _____
REPRESENTATIVE NAME COMPANY NAME

1. HAS COMPLETED THE A SITE TOUR AT **300 W. MARKHAM, LITTLE ROCK, AR**

DAH REPRESENTATIVE; OLD STATE HOUSE MUSEUM DATE

2. HAS COMPLETED THE A SITE TOUR AT **200 E. THIRD STREET, LITTLE ROCK, AR**

DAH REPRESENTATIVE; HISTORIC ARKANSAS MUSEUM DATE

3. HAS COMPLETED THE A SITE TOUR AT **423 E. CAPITOL, LITTLE ROCK, AR**

DAH REPRESENTATIVE; TRAPNALL HALL DATE

4. HAS COMPLETED THE A SITE TOUR AT **1000 LAHARPE BLVD, LITTLE ROCK, AR**

DAH REPRESENTATIVE; COLLECTION MANAGEMENT FACILITY DATE

5. HAS COMPLETED THE A SITE TOUR AT **501 W. 9TH STREET, LITTLE ROCK, AR**

DAH REPRESENTATIVE; MOSAIC TEMPLARS CULTURAL CENTER DATE

OFFICIAL BID PRICE SHEET

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>HOURS PER YEAR ESTIMATED</u>	<u>UNIT PRICE/HOUR</u>	<u>PRICE PER YEAR</u>
1.	One guard Tuesday-Saturday Mosaic Templars Cultural Center	2080	\$ _____ /	\$ _____
2.	One guard Monday-Friday Old State House Museum	2210	\$ _____ /	\$ _____
3.	Two guards Saturday Old State House Museum	884	\$ _____ /	\$ _____
4.	Two guards Sunday Old State House Museum	468	\$ _____ /	\$ _____
5.	One roving guard Sunday-Saturday Five locations	2912	\$ _____ /	\$ _____
6.	As needed for special events Eleven locations	200	\$ _____ /	\$ _____

ALL OR NONE TOTAL FOR ITEMS 1-6: \$ _____

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions 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 reserves 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:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid the unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. 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:** Any catalog brand name or manufacturer's reference used in the bid invitation 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 reserves 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 bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
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 invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one 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 bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
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 bidder.
10. **AMENDMENTS:** The bid 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 bidder. 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 bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.

- 14. DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a service in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
- 15. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications 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 bidders list or suspension of eligibility for award.
- 18. 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.
- 19. 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 invitation for bid, (2) delivery and acceptance of the commodities and (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.
- 20. 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, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. 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. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will 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 bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder 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 bidder 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 bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person 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 bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, 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.
- 28. 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.