



**STATE OF ARKANSAS**  
**OFFICE OF STATE PROCUREMENT**  
1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

**INVITATION FOR BID**  
**BID SOLICITATION DOCUMENT**

SOLICITATION INFORMATION			
Bid Number:	SP-18-0040	Solicitation Issued:	11-03-2017
Description:	Janitorial Services		
Agency:	Arkansas Department of Education (ADE)		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	November 30, 2017	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7<sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>
Bid's Outer Packaging:	<p>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.</p> <ul style="list-style-type: none"><li>• Bid number</li><li>• Date and time of bid opening</li><li>• Prospective Contractor's name and return address</li></ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Judy Shirley	Buyer's Direct Phone Number:	501-324-9314
Email Address:	<a href="mailto:Judy.shirley@dfa.arkansas.gov">Judy.shirley@dfa.arkansas.gov</a>	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

## **SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION**

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

### **1.1 PURPOSE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for Arkansas Department of Education (ADE) to provide janitorial services at: #3 Capitol Mall (Luther Hardin Building), and #4 Capitol Mall (Arch Ford Building) in Little Rock, Arkansas.

### **1.2 TYPE OF CONTRACT**

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is **April 1, 2018**, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### **1.3 ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact throughout this solicitation.

### **1.4 BID OPENING LOCATION**

Bids will be opened at the following location:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

### **1.5 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be disqualified if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

### **1.6 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. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

- G. "Bid Submission Requirement" means a task a Prospective Contractor completes when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

## 1.7 **RESPONSE DOCUMENTS**

### A. Bid Response Packet

1. Bid Submission Requirements
  - a. Prospective Contractor **shall** provide the following:
    - i. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
      - An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the Bid Response Packet.
      - Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be disqualified.
    - ii. One (1) original hard copy of the *Official Bid Price Sheet*.
  - b. Bid response **must** be in the English language.
  - c. Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*.
  - a. One (1) electronic copy of the *Official Bid Price Sheet*, preferably on a flash drive. A CD will also be acceptable.
  - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions*, #27. *Disclosure*.)
  - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - d. *Voluntary Product Accessibility Template* (VPAT). (See *Technology Access*.)
  - e. Proposed Subcontractors Form. (See *Subcontractors*.)
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## 1.8 **CLARIFICATION OF BID SOLICITATION**

- A. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
- B. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.

- C. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
- D. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

#### **1.9 SUBCONTRACTORS**

No Subcontractors will be considered for this IFB.

#### **1.10 PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet(s) only. If any cost is not identified by the successful Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for **90** days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.

#### **1.11 PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.

#### **1.12 INDEPENDENT PRICE DETERMINATION**

- A. By submission of this bid, the Prospective 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:
  - The prices in the bid have been arrived at independently, without collusion.
  - No prior information concerning these prices has been received from, or given to, a competitive company.
- B. Evidence of collusion warrants consideration of this bid by the Office of the Attorney General. All Prospective Contractors **shall** understand that this paragraph may be used as a basis for litigation.

#### **1.13 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 so 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.
- E. Under no circumstances will pricing information be designated as confidential.

- F. 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.
- G. 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.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. 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 the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. 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.

#### 1.14 **CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- G. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- H. Prospective Contractors may submit multiple bids.

#### 1.15 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

#### 1.16 **AWARD PROCESS**

- A. Successful Contractor Selection
  - 1. Award will be made to the lowest-bidding, responsible Prospective Contractor on a TERM award, based on an ALL or NONE, Total Projected Annual Cost for All Services amount as shown on the Official Price Sheet.

**B. Negotiations**

1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. 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-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated successful Contractor has been determined, or until such time the State decides not to move forward with an award.

**C. Anticipation to Award**

1. Once the anticipated successful Contractor has been determined, the anticipated award will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective 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 day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

**D. Issuance of Contract**

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

**1.17 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business 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 Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 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*.

**1.18 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* may be submitted in electronic format to the following email address: [eeopolicy.osp@dfa.arkansas.gov](mailto:eeopolicy.osp@dfa.arkansas.gov), but should also be included as a hardcopy accompanying the solicitation response.

- C. The submission of an *EO Policy* to OSP 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. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.19 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, 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.

**1.20 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.

**1.21 PAST PERFORMANCE**

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

**1.22 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.

#### **1.23 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM**

The Prospective Contractor’s commodity or service **must** comply with the State’s shared Technical Architecture Program which is a set of policies and standards that can be viewed at: <http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx>. Only those standards which are fully promulgated or have been approved by the Governor’s Office apply to this solution.

#### **1.24 VISA ACCEPTANCE**

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

#### **1.25 PUBLICITY**

- A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.
- B. Failure to comply with this Requirement may be cause for a Prospective Contractor’s bid to be disqualified.

#### **1.26 RESERVATION**

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



## **SECTION 2 – REQUIREMENTS**

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

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Department of Education (ADE) to obtain pricing and a contract for janitorial services at: #3 Capitol Mall (Luther Hardin Building), and #4 Capitol Mall (Arch Ford Building) in Little Rock, AR 72201. Contractors are encouraged to be as specific as possible in their responses about their services provided and prices.

The square foot price will be used to calculate the cost in the event the buildings cleaning area should become larger or be reduced. Estimated square footage is: **68,222**. Currently cleanable square footage is: **68,222**. ADE reserves the right to make additions or deletions to square footage based on construction requirements or unknown requirements at the time of this IFB.

For compensation purposes, any increases or decreases in square footage that occurs prior to the 15<sup>th</sup> of any month will become effective the 1<sup>st</sup> day of the month in which the change occurs. Conversely, any increases or decreases which occur after the 15<sup>th</sup> of any month will become effective the 1<sup>st</sup> day of the following month.

The estimated daily employee count is: **300**. Estimated daily foot traffic for this location is: **Low (200 people or less per daily average)**.

The Prospective Contractor **shall** provide all supervision to the personnel performing the work specified in this IFB. The Prospective Contractor agrees to replace any personnel who may become incompatible with the State, and the ADE will be the sole judge of incompatibility.

Supervisors **shall** be competent in their knowledge of janitorial methods, aggressive in solving problems, and provide quality control. Proper quality control should include systematic nightly inspections to assure that the work is being performed properly and that items missed are taken care of promptly without the involvement of ADE personnel.

The Prospective Contractor **shall** employ qualified workers who are skilled in the performance of janitorial work. They **shall** be physically able to do the work and be free of any communicable disease.

### **2.2 SITE VISITATION: MANDATORY**

The agency will have one mandatory walk-through for all contractors interested in bidding. No more than two (2) representatives from each Prospective Contractor **shall** be allowed to attend the walk-through.

Site tour will be held at:

**Arkansas Department of Education**  
**#3 Capitol Mall, and #4 Capitol Mall**  
**Little Rock, AR 72201**

**Date: November 14, 2017**

**Time: 10:00 a.m. @ #3 Capital Mall (Luther Hardin Building) Lobby to begin**

A sign in sheet **must** be signed upon arrival.

**Late arrivals will not be permitted to join the tour.**

Attached is a Site Visit Form (**Attachment “A”**) which **must** be signed by the building contact personnel after the completion of the site visit. The site inspection form should be submitted, with the contractor's bid response, to be considered for the job.

**NOTE:** Failure to attend the walk-through, on the scheduled date and time, will result in a rejection of the contractor's bid response.

**2.3 PROSPECTIVE CONTRACTOR RESPONSIBILITIES AND REQUIREMENTS****A. SERVICE HOURS**

1. #4 Capitol Mall (Arch Ford Building) location requires one Day Person (1). Janitorial services are to be provided: Monday through Friday, 8:00 a.m. to 4:30 p.m. (except on holidays unless the legislature is in session on the holiday and the service location is open for business)
2. ADE reserves the right to request that duties not completed during regular cleaning hours be performed the following workday. This includes both the Day person and the after-hours personnel duties.
3. After-hours services are to be performed: Monday through Friday, 5:30 p.m. to 8:30 p.m. (except on holidays unless the legislature is in session on the holiday and the service location is open for business)
4. Periodic janitorial services may be approved for weekends by ADE personnel.
5. Any variation from normal service hours must be approved prior to schedule change.

**NOTE:** If State offices are closed due to inclement weather, the day person and the night shift services are not required to come in to the location. If there is a two-hour delay, the day person may arrive two-hours late as well.

**B. NON-PERMITTED ENTRANCE TO BUILDING**

1. Visitors or children are not permitted to accompany the Prospective Contractor or any employee's while performing janitorial service duties as required by this IFB.
2. A Prospective Contractor or employee allowing visitors or children in the building, while performing janitorial service duties, will result in a Vendor Performance Report (VPR) being issued to the Prospective Contractor in accordance with this IFB.
3. A Prospective Contractor receiving a VPR may be terminated from contract.

**C. LICENSURE, BUSINESS**

1. A valid Arkansas business license (which may be acquired through the City or County where service is being provided) is required. A copy should be submitted with the IFB response, or when requested by OSP, prior to Anticipation to Award.
2. The Prospective Contractor is required to maintain a valid Arkansas business license (Per City or County) throughout the life of the contract.
3. A Prospective Contractor found to have an invalid or delinquent license will have (15) business days to obtain a new or renewed license. Should a business license require additional days from that shown above, justification **must** be submitted by the City or County in which the Prospective Contractor is licensed.
4. The Prospective Contractor is responsible for any cost associated with an invalid or delinquent license.
5. A Prospective Contractor will not be able to provide services to the State of Arkansas under the awarded contract until the business license has been renewed.
6. The business license name **must** be as shown on the bid response or awarded contract.
7. Prospective Contractor may receive a VPR stating that a "Below Standard Performance has occurred due to an invalid business license".
8. Should Prospective Contractor not be able to acquire a valid license, the (30) cancellation notice by the agency will become valid as of the most current VPR regarding the license.

**D. PROSPECTIVE CONTRACTOR RESPONSIBILITY**

1. The Prospective Contractor **shall** take all precautions necessary to prevent the unauthorized use or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building including but not limited to tenant offices and common areas.
2. Telephones and all other equipment installed in the offices are the property of the State of Arkansas and **shall** not be utilized by the Prospective Contractor or their employees. Unauthorized use is subject to reimbursement to the State.
3. The Prospective Contractor **shall** also be responsible for any loss or damage to the State's property and to the property of other's due to the Prospective Contractor's personnel, and shall make good, at Prospective Contractor's own expense, such loss or damage at the request of ADE.
4. Supervisor **shall** visually check all employees when entering and leaving the building. Except in the case of an emergency or trash removal employees **must** not exit the building until their shift is completed.
5. Equipment and Materials: The Prospective Contractor **shall** be responsible for any loss, damage, or destruction of its own property or that of any equipment and materials used in conjunction with the work performed. The Prospective Contractor shall purchase at Prospective Contractor's own expense such policy to cover Prospective Contractor's owned property.
6. The Prospective Contractor, **shall** submit to ADE personnel, the name and phone number of the approved contact person provided by the Prospective Contractor.

**E. CRIMINAL BACKGROUND CHECKS**

1. Prior to Anticipation to Award or when requested by ADE, the successful Prospective Contractor will provide to ADE, at no cost to the State of Arkansas, the following Criminal Background Check Reports (Background Reports) on:
  - a. The Prospective Contractor and company official(s); and/or
  - b. The Supervisors and Employees
2. **ONLINE BACKGROUND REPORTS WILL NOT BE ACCEPTED.** Arkansas State Police (ASP) certified background reports on all employees **shall be provided to ADE** prior to placement in the building, including employees that may be added at a later date.
  - a. Background reports **must** be current. Current is defined as background reports which are dated and received by ADE within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current **shall** not be considered. **Should ASP be delayed in sending the Criminal Background checks to ADE, OSP and ADE will accept proof of payment and application from contractor to receive the reports as compliant with this requirement.**
  - b. OSP and ADE reserve the right to terminate any resultant contract resulting from this IFB should evidence show tampering of any Background Reports.
  - c. The Prospective Contractor **shall** utilize the ASP for all Background Reports.
  - d. The Prospective Contractor **shall** immediately notify ADE of any changes or substitution of any employees assigned to the building locations. Background Reports **shall** be sent by ASP directly to ADE for review.
  - e. All employees working in the building **must** pass a criminal background check prior to the commencement of their work. No employee **shall** be placed in the building and commence work until and unless they have passed a criminal background. ADE reserves the right to determine if a company employee passes or fails the criminal background check based on the results of the check. If the individual fails they **shall** not be allowed to work or visit the building in performance of any contractual duties or responsibilities or both.

- f. The apparent low bidder **shall** utilize the criminal background form pursuant to the instructions as stated on the Form, which is included in this IFB (**Attachment "C"**), after the Anticipation to Award notification is issued. The apparent low bidder **shall** send the completed Form directly to the ASP.
- g. **Renewal Periods:** ADE requires, at no cost to the State, current reports, current is defined as background reports which are dated and received by ADE within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current **shall** not be considered, on all individuals that will be placed in the building at the start of each contract renewal period. Prospective Contractor **shall** complete the Form for each employee pursuant and submit it to the ASP not more than thirty (30) days prior to the start of the renewal period. ADE **shall** supply copies of the criminal background information to OSP upon receipt of documents. Previously provided background checks will not be accepted.
- h. **Additional Background Checks:** ADE reserves the right to require, at no cost to the State, additional background checks of any employee at any time during the initial or any subsequent terms of the contract should good cause exist and is provided to the Contractor. ADE **shall** have sole authority to determine good cause. Prospective Contractor **shall** complete the Form and send it directly to the ASP after written notification has been provided. ADE **shall** supply copies of the criminal background information, when requested, to OSP.

#### **F. EMERGENCY CONDITIONS**

- 1. Emergency conditions brought about by the Prospective Contractor's acts/omission, defective plumbing, unlocked doors, fire hazards or other failures **shall** be reported to appropriate authorities (ADE Personnel, emergency responders, etc.) immediately by janitorial personnel.
- 2. In the event of an emergency, after hours janitorial service **must** notify night guard of the emergency who will then contact ADE's security company.
- 3. Prospective Contractor's employees **shall** be diverted from their regular assignments to clean in the event of an emergency.
- 4. No additional charge **shall** be made for such diversions unless extra labor is required to meet normal assignments.
- 5. Extra labor **must** be approved by ADE prior to scheduling.

#### **G. EMPLOYEES**

- 1. Prospective Contractor **shall** supply a list at contract inception and quarterly thereafter of the employees that are to be placed at the service location.
- 2. Prospective Contractor **shall** provide janitorial services with persons who are in a direct employment relationship with the Prospective Contractor; therefore subcontracting of any and all janitorial services is strictly prohibited and grounds for contract termination.
- 3. Prospective Contractor **shall** provide all periodic day person supervision and all on-site supervision for all other personnel providing the work as specified in this IFB.
- 4. The Prospective Contractor agrees to replace any personnel who may become incompatible with the State, with ADE being the sole judge of the incompatibility.
- 5. Prior to any change of personnel, the Prospective Contractor **shall** notify ADE so that a proper review of criminal background can be made.
- 6. ADE employees are not eligible for employment by the successful Prospective Contractor.

**H. EMPLOYEE IDENTIFICATION AND DRESS**

1. The Prospective Contractor **shall** furnish all employees with identification containing the name of both the Prospective Contractor and the employee.
2. When performing janitorial services as contained in this IFB, all employees **shall** wear a clean, neat, and presentable uniform or smock with a nametag that clearly identifies themselves as an employee of the Prospective Contractor.

**I. ENTRANCES AND EXITS**

1. Employees will not be allowed to leave and re-enter the building once their cleaning shift begins unless performing duties stated directly below or when they are providing "Day Person" services.
2. Except in the case of an emergency or trash removal, employees **must** not exit the building until their shift is completed.
3. Expenses associated for ADE employees responding to security notifications due to propped doors may, upon the request of ADE, be a reimbursable expense made by the Prospective Contractor, to ADE in the form of a direct payment.
4. Absolutely no one (including building employees unless authorized), are to be admitted to the building after closing for any reason, unless it is personnel associated with, the local fire, police, or ambulance service.

**NOTE: ADE personnel must be authorized to re-enter the building. ADE to supply night supervisor a list daily of authorized personnel.**

**J. INSPECTIONS, WEEKLY**

1. The Prospective Contractor **shall** provide a weekly quality control inspection, Monday through Friday, between the hours of 8:00 a.m. to 4:30 p.m.
2. Inspection is to be performed by someone other than the on-site supervisor at the time of the inspection and **shall** be known as the Contract Inspector.
3. Contract Inspector **shall** contact the ADE Building Coordinator to discuss any problems.

**K. INSURANCE**

1. Prior to awarding, the Prospective Contractor **must** furnish an approved "Certificate of Insurance" and **must** maintain the following insurance requirements throughout the contract period.
2. The Insurance may not be modified without OSP and ADE approval.
3. The following liability limits are required:
  - a. Commercial General Liability

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
  - b. Automobile Liability

Combined Single Limit	\$1,000,000.00
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  - c. Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory Limits
Employer Liability	\$100,000.00
Disease Each Employee	\$100,000.00

- d. Umbrella Liability
  - Each Occurrence \$2,000,000.00
  - General Aggregate \$2,000,000.00
- 4. Each Certificate of Insurance **shall** name OSP and ADE as Certificate holders with the intent to notify same of any intention to cancel the insurance within ten (10) days.
- 5. The Prospective Contractor is required to provide Commercial General Liability insurance with the additional insured endorsement that is primary non-contributory. All policies **shall** contain a waiver of subrogation against the State of Arkansas and the ADE arising from work performed by or on behalf of the Contractor.
- 6. Commercial Automobile Liability Insurance **shall** include coverage for hired and non-hired automobiles.
- 7. The Prospective Contractor **shall** supply OSP/ADE replacement certificates of insurance not less than thirty days prior to the expiration dates or renewal dates of any insurance policies reflected on such certificates.

**L. CLEANING SUPPLIES INVENTORY**

- 1. ADE will provide the restroom supplies including: tissue paper, liquid soap, and trash can liners.
- 2. The Prospective Contractor will provide sanitizing and cleaning products.
- 3. Any abuse of such supplies **shall** make this agreement to furnish supplies null and void.

**M. KEYS**

- 1. ADE Building Coordinator will assign building keys/access cards to Prospective Contractor's night supervisor.
- 2. Copies are not to be made by the Prospective Contractor.
- 3. ADE will replace access cards should they become: damaged, misplaced, or should locks become reprogrammed.

**N. LIGHTING**

- 1. The Prospective Contractor will be responsible for turning off all lights, which are not to be left on for security reasons upon completion of their work.
- 2. To conserve electricity, the Prospective Contractor will only light the area of the building they are actively working in and turn off lights when exiting the area. Violations will result in a Prospective Contractor performance report issued to the Prospective Contractor in accordance with requirements of this IFB.

**O. MATERIALS AND SUPPLIES STORAGE**

- 1. The Prospective Contractor **shall** store cleaning supplies and materials at the building in a safe, sanitary, and neat manner.
- 2. Mops, cloths, and sponges **shall** be replaced before offensive odors are noticeable.
- 3. Covers are to be replaced securely on the containers of all materials and supplies.
- 4. Areas designated for storage of janitorial supplies and equipment **shall** be kept clean and odor free.

**P. PERSONNEL TIME SHEETS**

- 1. A certified copy of the Prospective Contractor's original time sheet, prepared on the job, will be furnished to ADE upon request.

2. Estimated personnel hours are (31) to (33) man hours per day required to execute the requirements as specified in this IFB and for the current square footage.

**Q. POLYGRAPH EXAMINATIONS**

ADE reserves the right to have the Prospective Contractors employees 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 awarded Prospective Contractor.

**R. REFERENCES**

1. Bidders are required to submit the following references to OSP, when requested, prior to Anticipation to Award:
  - a. Prospective Contractors should submit a minimum of three (3) commercial general office reference accounts, all of which **must** be located in Central Arkansas, to whom Prospective Contractor has been providing client services of a same or similar nature within the last two (2) years. (See map defining Central Arkansas area (**Attachment "B"**) – Identified as ADEM Emergency Management Areas).
  - b. Each reference should include contact person, telephone numbers including cell phone number if possible, and email address.
  - c. Office of State Procurement (OSP) reserves the right to contact any or all clients of the bidder provided by the prospective contractor. Sites may be visited by OSP and/or the ADE Representative.
  - d. Awarded contractor **must** have cleaned commercial general office space with a minimum of 75,000 square feet or more, for a consecutive twelve (12) month period within the last year. Combining square footage for multiple buildings does not meet this requirement.
  - e. The reference accounts should rate the quality of cleaning by rating the bidder's performance as to poor, fair, good, or excellent in quality of cleaning.

**S. REPORT TO**

Report to the ADE Building Coordinator. Contact information will be provided to awarded contractor prior to the beginning of the contract.

**T. REPORTED CIRCUMSTANCES**

1. The Prospective Contractor or the Prospective Contractor's employees **shall** report any unusual circumstances of needed repair of the building or unusual soiling of an area that may affect the performance of the work and unhealthy or hazardous conditions, or any delay or interference with the work caused by the employees.
2. Upon discovery, unusual circumstances **shall** be reported immediately to ADE Building Coordinator.

**U. RENEWAL INFORMATION**

1. OSP and/or ADE **shall** notify the Prospective Contractor at least (90) days prior to the end of the initial contract period or extension thereof if the Sate intends to renew the contract.
2. If notification is not made, the contract will terminate at the end of the initial contract period or current extension hereof.
3. In the event that the anticipated term of the contract extends beyond the current biennial period, the State **shall** have the right to terminate without cause.
4. Nothing in the IFB **shall** be construed as to waive the sovereign immunity of the State or any entities thereof.

**V. CONTRACTOR RESPONSE TIME**

1. Should ADE make contact with the Prospective Contractor (through voicemail and/or message with staff) and the Prospective Contractor and/or representative fail to respond within four (4) hours, a vendor performance report will be issued to the Prospective Contractor in accordance with the requirements of the IFB.

**W. SAFETY PLANS**

1. Contractor **shall** conduct activities in compliance with all Federal and State laws, rules and regulations, and any local safety regulations and standards.
2. In event of a disagreement about the safety of the cleaning product(s), the burden shall be the Contractor's to demonstrate safe and appropriate use of the cleaning product(s) utilized by the Contractor.

**X. STORAGE (SERVICES AND BUILDING)**

ADE will provide the following:

- Dumpsters for trash.
- Dumpsters for recyclable paper, plastic and aluminum products.

**Y. TRASH**

1. Building door(s) **must** not be propped open for the removal of trash. Upon proper documentation, any and all costs associated with ADE staff responding to "after hour call outs" due to Contractor or Contractor's staff, for propped doors **shall** be promptly reimbursed by the contractor to ADE.
2. Trash **shall** be collected in a truck or tilt cart and brought to one central collection point inside the building.
3. All trash is to be removed from the building at one (1) time with the supervisor present.
4. Trash **shall** be removed from the building as soon as possible each day using the cart provided by ADE. Absolutely, no dragging of trash bags.

**2.4 JANITORIAL SERVICE REQUIREMENTS****A. DAY PERSON DUTIES**

The following duties are to be performed daily by the assigned day person at: #4 Capitol Mall (Arch Ford Building). Duties may increase, decrease, or change as the need arises.

1. Maintain all entrance and exit glass.
2. Entrance mats **shall** be swept and cleaned.
3. Vacuum any entrance carpets and rugs.
4. Inspect and monitor outside perimeter of building and entrances including sweeping, gum, and trash removal.
5. Check, stock, and clean restrooms as needed (multiple times daily required) including emptying waste receptacles as necessary.
6. Clean water fountains and all areas around water fountains.
7. Maintain break room and collect trash, vacuum, and dust as needed.



8. Metal in and around passenger elevators **shall** be polished. Sweep, mop, and clean freight elevator as needed.
9. When inclement weather (rain, snow, sleet, freezing rain, etc.) occurs the day person **shall** pay special attention to all entrances and elevator lobbies to ensure that all water is mopped up and wet floor signs are in place throughout the work day and until all janitorial activities are complete.
10. Clean and disinfect/sanitize items throughout the building that are touched or handled extensively throughout the day (door handles/hardware, elevator buttons, water fountains, faucet handles, door stalls, etc.,)
11. Sweep all stairwells and mop if needed to remove any spills.
12. Dust and clean all furniture, fixtures, equipment and accessories, without moving objects.

## **B. BASIC CLEANING SERVICES**

1. Empty trash into trash cart replacing liners if torn or soiled.
2. Take collected trash to designated location.
3. Using an approved spot cleaner to spot clean carpeted areas.
4. Vacuum carpet floors including corners and edges.

## **C. CLEANING SERVICE DUTIES AND FREQUENCIES**

### **(DAILY)**

1. Office Cleaning (Occupied office space & conference rooms **shall** receive the following daily cleaning)
  - a. Floors
    - i. Floor surfaces **shall** be left clean and free of dust and spots from spillage.
    - ii. Wet or damp mopping: Areas **shall** be clean and free of dirt, string, gum, grease, tar, oil spills, and present an overall appearance of cleanliness.
    - iii. All floor surfaces **shall** be dry and the area corners clean.
    - iv. Wet floor signs are required on any wet floor surfaces.
  - b. Carpets (Cubicles)
    - i. Carpet surfaces **shall** be vacuumed and free of obvious dirt, dust and other debris.
    - ii. Carpets **shall** be vacuumed daily in: Office areas, public areas, and traffic areas.
    - iii. Hard to reach areas (e.g. under desks, chairs, and tables) **shall** be vacuumed weekly unless more frequent servicing is needed.
    - iv. Excessive buildup, spillage or crusted material **shall** be removed along with spots, smears, spills and stains.
    - v. Cleaned areas **shall** blend with adjacent areas of carpeting. No evidence of fuzzing caused by harsh rubbing or brushing.
  - c. Wastebaskets

- i. New liners are to be inserted daily.
- ii. Waste receptacles **shall** be emptied, cleaned, and disinfected.
- iii. Emptied trash to be removed to designated area.

## **(RESTROOMS)**

### 2. Restrooms daily requirements are as follows:

#### a. Floors

- i. Swept daily with detailed cleaning being given especially to the corners.
- ii. Mopped and rinsed with a cleaning detergent and sanitized. Wet floor signs are required on any wet floor surfaces.
- iii. Floors **shall** be cleaned and free of streaks, mop strand marks and skipped areas.
- iv. Finished area **shall** have a uniform luster without marks.
- v. Detailed cleaning **shall** be given to maintaining the appearance of floors around the toilet fixtures.

#### b. Water Closets and Fixtures:

- i. Porcelain fixtures, metal surfaces (e.g. washbasins, urinals, toilets, stalls) and mirrors **shall** be clean and bright. All fixtures are to be cleaned and sanitized
- ii. No dust, green mold, streaks, incrustation, or excess moisture.
- iii. Toilet seat **shall** be left in a raised position.
- iv. Interior and exterior of the water closets to be thoroughly cleaned.
- v. Urinals **shall** be washed and sanitized including around the inside rim. No rust, incrustation, or water rings **shall** be present.
- vi. Floor drains (traps) **shall** be free from odors at all times. Clean water to be poured in drain twice a week.
- vii. Lavatories **shall** be thoroughly cleaned and sanitized, both interior and exterior.
- viii. Mirrors, shelving, dispensers, fixtures and piping **shall** be wiped, sanitized, and polished dry.

#### c. Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates

- i. Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates **shall** be spot cleaned.
- ii. Smudges, marks, tape, tape residue, or spots **shall** be removed without causing unsightly discoloration.
- iii. All handles on doors, faucets, and stalls will be cleaned and sanitized.
- iv. Spot clean areas as needed.
- v. Contractor should be careful not to allow electrical cords to damage wall or furnishings.

d. Waste and Sanitary Napkin Receptacles

- i. Fresh liner installed.
- ii. Emptied and debris placed in designated area.
- iii. Solid waste generated in the building **shall** be collected and removed to areas designated for trash.
- iv. Sanitary napkin receptacles **shall** be emptied, cleaned, and disinfected with new bags being replaced twice weekly or as needed.

e. Towel, Tissue and Soap Dispensers

Supplies, including towels, tissues, and soap are to be refilled daily (more frequently as needed) from ADE provided stock for all dispensers.

**(RECEPTACLES)**

3. Waste Receptacles

- a. Fresh liner installed daily.
- b. Receptacles **must** be cleaned and sanitized.
- c. Receptacles **must** be emptied and debris placed in designated area.
- d. Solid waste generated in the building **shall** be collected and removed to areas designated for trash.
- e. Receptacles located outside the building need to be serviced on a daily basis.

**(ELEVATORS)**

4. Carpets

- a. Vacuumed and spot cleaned as spots and/or stains occur.
- b. Carpet Spotting: Excessive buildup, spillage, or crusted material **shall** be removed along with spots, smears, spills, and stains.
- c. Elevator Car Door, Floor Landing Tracks and Landing Sills require the following:
  - i. Cleaned with a safe and effective cleaning product and polished.
  - ii. Polishing: Metal surfaces **shall** have a polished & lustrous appearance and **shall** be free of smears, stains, and finger marks.
  - iii. Swept and Cleaned. There **shall** be no dust streaks present and all corners, crevices, moldings and ledges **shall** be free of all dust.
  - iv. There **shall** be no oils, spots, or smudges on dusted surfaces caused by dusting tools.
  - v. Floor landing tracks are to be vacuumed if necessary to remove and prevent debris for building up in the tracks.

**(ENTRANCES, LOBBIES, CORRIDORS, AND FOYERS)**

## 5. Floors, Hard Surfaced

## a. Hard surfaced floors require the following:

- i. Floors are to be damp mopped with neutral cleaner and water. Wet floor signs are required on any wet floor surfaces.
- ii. Floors **shall** be free of streaks, mop strands, and skipped areas.
- iii. Floors **shall** have a uniform luster.

## b. Carpets and Mats

- i. Swept, cleaned, and vacuumed daily.
- ii. Carpets **shall** be clean and free of dust balls, dirt, grime, stains and crusted material.

## c. Drinking Fountains

- i. Cleaned and sanitized daily.
- ii. The stainless surfaces **shall** be bright and clean.
- iii. Free of dust, stains, spots, and streaks.
- iv. The drinking fountains **shall** be kept free of trash, ink and coffee grounds.
- v. Fixture nozzles **shall** be free from incrustation.

## d. Waste Receptacles

- i. Fresh liners installed daily.
- ii. Emptied and debris placed in designated area.
- iii. Solid waste generated in the building **shall** be collected and removed to areas designated for trash.

## e. Door Handles, Railings, Counters, and Elevator Buttons are to be cleaned and sanitized daily.

**(OUTSIDE ENTRANCES)**

## 6. Entryways

- i. All debris swept, picked up, or washed daily.
- ii. No dirt **shall** be left in the corners, crevices, or where any sweepings were picked up.
- iii. Loading areas **shall** be swept, cleaned daily, and free of any trash or debris.
- iv. Outside ash receptacles **shall** be emptied and cleaned.

## 7. Stairways

## a. Steps and Landings

- i. Swept daily.
  - ii. Spot mopped as needed. Wet floor signs are required on any wet floor surfaces.
  - iii. Entrance landing steps and adjacent sidewalks are to be free of all dirt and trash.
  - iv. No dirt **shall** be left where sweepings were picked up
- b. Hand Railings, Ledges, Grills, Fire Apparatus Doors & Hardware
- i. Dusted daily.
  - ii. Metal or wood surfaces **shall** be free of smears, stains, and finger marks.
  - iii. Cleaned and sanitized daily.
  - iv. Walls maintained and cleaned.
8. Breakroom
- a. Floors require the following:
- i. Wet or damp mopped. Wet floor signs are required on any wet floor surface.
  - ii. Floors **shall** be clean and free of all dirt, string, gum, grease, tar, oil spots, streaks, and mop strands and present an overall appearance of cleanliness.
  - iii. All surfaces **shall** be dry and the corners clean.
  - iv. Floors **shall** have a uniform luster without marks.
- b. Waste Receptacles
- i. Fresh liner installed.
  - ii. Emptied and debris placed in designed area.
  - iii. Solid waste generated in the building **shall** be collected and removed to areas designated for trash.
- c. Building Walls, Countertops, Sinks, Doors and Glass require the following:
- i. Smudges, marks, tape, tape residue, or spots **shall** be removed without causing unsightly discoloration.
  - ii. All glass **shall** be cleaned and free of dirt, grime, dust streaks, watermarks and spots.
  - iii. Glass **shall** not be cloudy.
  - iv. Handles **shall** be cleaned and sanitized.
  - v. Walls **shall** be spot cleaned as needed.
  - vi. Countertops and sinks **shall** be wiped cleaned and sanitized.
- d. Chairs are to be wiped clean with a safe and effective cleaning product.

**D. CLEANING SERVICE DUTIES AND FREQUENCIES****(WEEKLY)**

1. These tasks should be performed at a minimum of once a week. However, should the Contractor notice any area requiring additional attention, then the tasks should be provided accordingly to keep the areas clean.
  - a. Carpets (Vacuuming of hard to reach areas)
    - i. Under desks, chairs, tables, and around corners.
    - ii. Care should be taken to keep wall corners free of dust and to use care in performing services to prevent damage to office furniture.
    - iii. Carpets should be free of obvious dirt, dust, and other debris.
  - b. Restrooms (Stall Partitions and Doors)
    - i. Damp wiped.
    - ii. All dirt, dust, water stains, spots, streaks, and smudges **shall** be removed from all surfaces.
  - c. Hard Surface Floors, all Interior (Including tile and linoleum)
    - i. Floors **shall** be cleaned and free of streaks, dirt and skipped areas.
    - ii. Walls, baseboards and other surfaces **shall** be free of splashing and markings from the equipment.
    - iii. Finished area **shall** have a uniform luster.
    - iv. Grout joints in restrooms **shall** be clean.
    - v. Vinyl tile and grout **shall** be machine buffed in traffic areas taking care not to damage wall and column bases.
    - vi. Weekly buffing will be the minimum standard and is to be performed as often as necessary to retain acceptable appearance throughout the building.
  - d. Outside entrances/Front entrances are to be scrubbed with both a stiff bristle brush and a neutral detergent and rinsed thoroughly.
  - e. Stairwells (Mopping)
    - i. Wet mopping or scrubbing. Wet floor signs are required on any wet floor surfaces.
    - ii. The floors **shall** be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, and present an overall appearance of cleanliness.
    - iii. All surfaces **shall** be dry and the corners clean.
  - f. Directory Panels
    - i. Surface areas **shall** be clean and free of dust.
    - ii. Glass to be clean and free of streaks.

- g. Heating, Ventilation and Air Conditioning (HVAC) Vents and Louvers **shall** be clean and dusted.

#### **E. CLEANING SERVICE DUTIES AND FREQUENCIES**

##### **(MONTHLY)**

##### 1. Restrooms

- a. Floors are to be machine scrubbed. Wet floor signs are required on any wet floor surfaces.
- b. Floor finish **must not** be applied.
- c. Areas not accessible with a scrubbing machine are to be hand scrubbed.
- d. Floors are to be free of dirt, streaks, mop strands marks and skipped areas.
- e. Walls, baseboards and other surfaces **shall** be free of splashing and markings from equipment.
- f. Grout joints are to be clean and maintain original color.
- g. Waste receptacles are to be cleaned both inside and out by damp wiping or washing and sanitizing.

##### 2. Spot Cleaning and Spray Buffing

- a. Floors **shall** be free of streaks, mop strand marks and skipped areas.
- b. Walls, baseboards, and other surfaces **shall** be free of splashing and markings from the equipment.
- c. The floor **shall** have a uniform luster.

- 3. Concrete Stairs, Landings, and Hallways (all interior concrete surfaces) are to be swept and wet mopped with a safe and effective cleaning product.

#### **F. CLEANING SERVICE DUTIES AND FREQUENCIES**

##### **(SEMI-ANNUALLY) – (April and September)**

Carpets on all floors are to be shampooed by the use of a bonnet method with steam or hot water extraction. The Contractor will be responsible for coordinating all of the work with the building supervisor.

#### **2.5 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided that a Contractor **must** meet in order to avoid assessment of damages.
- B. The State may be open to negotiations of Performance Standards prior to contract award, prior to the commencement of services, or at times throughout the contract duration. *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. The State has the right to modify, add, or delete Performance Standards throughout the term of the contract, should the State determine it is in its best interest to do so. Any changes or additions to performance standards will be made in good faith following acceptable industry standards, and may include the input of the Contractor so as to establish standards that are reasonably achievable.
- D. All changes made to the Performance Standards will become an official part of the contract.

- E. Performance Standards will continue throughout the aggregate term of the contract.
- F. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- G. In the event a Performance Standard is not met, the Contractor will have the opportunity to defend or respond to the insufficiency. The State has the right to waive damages if it determines there were extenuating factors beyond the control of the Contractor that hindered the performance of services. In these instances, the State has final determination of the performance acceptability.
- H. Should any compensation be owed to the State agency due to the assessment of damages, Contractor **shall** follow the direction of the State agency regarding the required compensation process.

<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance</b>
<b>DAILY</b>		
All daily janitorial service tasks as described in this IFB.	As required or requested by the IFB	Contractor will deduct 1% of the daily cost, per each day, that tasks are not completed as required by this IFB. Continued failure to complete daily tasks may result in a below standard VPR being submitted and/or the contract being cancelled.
<b>WEEKLY</b>		
All weekly janitorial service tasks as described in this IFB.	As required or requested by the IFB	Contractor will deduct 1% of the weekly cost, per each day, that tasks are not completed as required by this IFB. Continued failure to complete daily tasks may result in a below standard VPR being submitted and/or the contract being cancelled.
<b>MONTHLY</b>		
All monthly janitorial service tasks as described in this IFB.	As required or requested by the IFB	Contractor will deduct 1% of the monthly cost, per each day, that tasks are not completed as required by this IFB. Continued failure to complete daily tasks may result in a below standard VPR being submitted and/or the contract being cancelled.
<b>SEMI-ANNUALLY</b>		
<b>(April &amp; September) Tasks as described in this IFB.</b>	As required or requested by the IFB	Contractor will deduct 1% of the semi-annually cost, per each day, that tasks are not completed as required by this IFB. Continued failure to complete daily tasks may result in a below standard VPR being submitted and/or the contract being cancelled.



## **SECTION 3 – GENERAL CONTRACTUAL ITEMS**

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

### **3.1 PAYMENT AND INVOICE PROVISIONS**

A. Forward invoices to:

AR Dept. of Education  
Attention: Judi Free  
4 Capitol Mall, Room 204A  
Little Rock, AR 72201

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.
- C. Do not invoice the State 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 will not:

1. 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.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
  - a. The right to possession.
  - b. The right to accrued payments.
  - c. The right to expenses of de-installation.
  - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.
- E. 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:
  - The extent of liability for such risk is based upon the purchase price of the equipment or software at the time of any loss, and
  - The contract has required the State to carry insurance for such risk.

### 3.3 **CONDITIONS OF CONTRACT**

- A. 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. 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.

### 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 will retain total liability for equipment, software and technical and business or operations literature. The State will 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 will be limited to the value of the Contract or **\$1,000,000.00**, whichever is higher. The foregoing limitation of liability will 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 will not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages. This limitation of liability will 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 **must 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, will be brought before the Arkansas Claims Commission as provided by Arkansas law and governed accordingly.

### 3.5 **RECORD RETENTION**

- A. 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, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records 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 OSP 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. OSP has the right to require additional information pertaining to the requested increase.
- C. Increases will not be considered to increase profit or margins.
- D. OSP has the right to approve or deny the request.

**3.7 CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will 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 during the course of 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 has 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 is final and controlling.

**3.9 CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to minor amendments to the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) 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 will be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it will not be affected by such declaration or finding and **must** 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 his 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 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. Contractor **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 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 Office of State Procurement. Delivery **shall** be made during agency work hours only 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 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.
- 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 any and 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 in the event that 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 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 Contractor for the purpose of 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.