

BID RESPONSE PACKET
710-25-028

BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION			
Company:	Aguamen Cleaning LLC		
Address:	1910 Madison Ave #2088		
City:	Memphis	State: TX TN	Zip Code: 38104
Business Designation:	<input type="checkbox"/> Individual <input checked="" type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit		
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran <input checked="" type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American		
AR Certification #: <u>N/A</u> * See Minority and Women-Owned Business Policy			
PROSPECTIVE CONTRACTOR CONTACT INFORMATION			
Provide contact information to be used for bid solicitation related matters.			
Contact Person:	Christian Gilbert	Title:	Owner / CEO
Phone:	501 870-270-2577	Alternate Phone:	
Email:	AguamenCleaning223@gmail.com		
CONFIRMATION OF REDACTED COPY			
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided in the Response Packet, and neither box is checked, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA). See Bid Solicitation for additional information.</i>			
COMBINED CERTIFICATIONS FORM			
Prospective Contractor has included, in this submission packet, the signed Attachment H-Combined Certifications for Contracting with the State of Arkansas.			

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

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

Authorized Signature: Christian Gilbert Title: Owner / CEO
 Printed/Typed Name: Christian Gilbert Date: 01-07-2025

SECTIONS 1 - 4 VENDOR AGREEMENT AND COMPLIANCE

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

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

Vendor Name:	Aquamen Cleaning LLC	Date:	1-07-2025
Signature:	Christian Gilbert	Title:	Owner / CEO
Printed Name:	Christian Gilbert		

PROPOSED SUBCONTRACTORS FORM

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

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

Type or Print the following information:

Subcontractor's Company Name	Street Address	City, State, ZIP

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

MINIMUM QUALIFICATIONS

- In accordance with Section 2.3.B, Provide the name, address, and telephone number of the supervisor that will inspect the building at least once a week to ensure that compliance with all specifications of this solicitation are met:

Name: Donnell Morris

Address: 9107 Woodbine St Sherwood Ar 72120

Phone Number: 501-563-4385

DOCUMENTATION CHECKLIST

As outlined in section 2.3 Minimum Qualifications in the solicitation document, please provide the following:

- Active registration from the Arkansas Secretary of State's Office, or other state approved documentation
- Official Bid Price Sheet
- All documents provided in the Bid Response Packet
- Copy of Vendor's Equal Opportunity Policy
- Signed Addenda, if applicable
- EO 98-04 Disclosure Form (Attachment A)
- Combined Certifications (Attachment H)
- Client History Form (Attachment I)
- Mandatory Site Visit Verification Form (Attachment J)

Attachment I
Client History Form
Janitorial Services
710-25-028

Attachment I

Janitorial Services

Instructions: This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this IFB, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. Please list clients where you (the prime contractor only) served as the prime contractor or subcontractor for providing janitorial services for at least two (2) years. For each client, please specify the organization/agency/division. Please specify the duration of services for each. If there are no contracts which meet this definition, please state "none."

Authorized Signature: Christian Gilbert Title: Owner / CEO
Printed/Typed Name: Christian Gilbert Date: 1-7-25

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

ADDENDUM 1

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 12, 2024
SUBJECT: 710-25-028 Janitorial Services

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

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

OTHER

- Section 2.1 of the solicitation – remove the chart and replace with the following updating phone numbers for each location:

County	Address	Phone Number	Square Footage
Chicot	1736 Hwy. 65 & 82 So. Lake Village, AR 71653	870-417-6166	10,000
Columbia	601 E. University Magnolia, AR 71754	870-626-6726	14,328
Conway	#2 Bruce Street Morrliton, AR 72110	501-242-6193	10,560
Independence Processing Center	1095 White Dr. Batesville, AR 72501	870-612-6703	13,166
Mississippi	1104 Byrum Road Blytheville, AR 72315	870-532-0312	19,187
Ouachita	222 Van Buren St. NW Camden, AR 71711	870-454-6651	21,630
Randolph	1408 Pace Rd. Pocahontas, AR 72455	870-609-6026	8,103

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

If you have any questions, please contact: Brandi Warner, DHS.OP.Solicitations@dhs.arkansas.gov, 501-408-5334.

Chris Gilbert
Vendor Signature

1-7-25
Date

Aguamen Cleaning LLC
Company

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

ADDENDUM 2

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 30, 2024
SUBJECT: 710-25-028 Janitorial Services

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

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

CHANGE OF BID OPENING DATE AND TIME

- Bid submission date and time has been extended to January 8, 2025, 10:30 a.m.
- Bid opening date and time has been extended to January 8, 2025, 11:30 a.m.

OTHER

- OP Buyer's name and contact information – remove and replace with the following:

Karrie Goodnight, (501) 320-3906

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

If you have any questions, please contact: Karrie Goodnight, DHS.OP.Solicitations@dhs.arkansas.gov. (501) 320-3906.

Cherishia Gilbert
Vendor Signature

1-7-25
Date

Aquaman Cleaning
Company

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

ADDENDUM 3

TO: All Addressed Vendors
FROM: Office of Procurement
DATE: December 30, 2024
SUBJECT: 710-25-028 Janitorial Services

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

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

OTHER

- Attachment E - Remove and replace with the following:
Attachment E – Services Contract SRV-1 Fillable Form

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

If you have any questions, please contact: Karrie Goodnight, DHS.OP.Solicitations@dhs.arkansas.gov. (501) 320-3906.

Christina Gilbert
Aquaman Cleaning
Vendor Signature

1-7-25
Date

Aquaman Cleaning
Company

ATTACHMENT J - SITE VISIT VERIFICATION FORM

- Present this Site Visit Verification Form to the County Administrator or Designee for signature upon completion of the site visit for each location being bid.
- Submit the signed Site Visit Verification Form with the Bid Response Packet at bid submission.

This signed Site Visit Verification Form serves as verification that the Prospective Contractor or representative named below was present and participated in the site visit as required by Competitive Bid 710-25-028 for Janitorial Services.

PROSPECTIVE CONTRACTOR'S REPRESENTATIVE INFORMATION	
Company Name:	
Representative's Printed Name:	
Signature:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – CHICOT CO.	
Printed Name:	Mary Warfield
Signature:	Mary Warfield
Date of Site Visit:	1/7/2025
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – COLUMBIA CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – CONWAY CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – INDEPENDENCE PROCESSING CENTER	
Printed Name:	
Signature:	
Date of Site Visit:	

COUNTY ADMINISTRATOR or DESIGNEE INFORMATION - MISSISSIPPI CO.	
Printed Name:	Sandra Winfrey
Signature:	<i>Sandra Winfrey</i>
Date of Site Visit:	11/6/2005
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION - OUACHITA CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION - RANDOLPH CO.	
Printed Name:	
Signature:	
Date of Site Visit:	

Contract Number _____
Attachment Number _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

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

SUBCONTRACTOR: SUBCONTRACTOR NAME: _____

☐ Yes ☒ No

IS THIS FOR:

Goods? ☐ Services? ☒ Both? ☐

TAXPAYER ID NAME: Agueamen Cleaning LLC

FIRST NAME Christian

M.I.: _____

YOUR LAST NAME: Gilbert

ADDRESS: 1910 Madison Ave #2088

CITY: Memphis STATE: TN ZIP CODE: 38104

COUNTRY: US

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

FOR INDIVIDUALS *

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

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

☐ None of the above applies

FOR AN ENTITY (BUSINESS) *

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

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

☐ None of the above applies

Contract Number _____
Attachment Number _____
Action Number _____

Contract and Grant Disclosure and Certification Form

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

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

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

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

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

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

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

Signature Charles Gilbert Title Owner/CEO Date 1-7-25
Vendor Contact Person Christian Gilbert Title Owner/CEO Phone No. 504-870-270-2577

Agency use only
Agency Number 0710 Agency Name Department of Human Services Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____



Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders

Secretary Leslie Fiskien

COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS

Pursuant to Arkansas law, a vendor must certify as specified below and as designated by the applicable laws.

- 1. Israel Boycott Restriction:** For contracts valued at \$1,000 or greater.
A public entity shall not contract with a person or company (the "Contractor") unless the Contractor certifies in writing that the Contractor is not currently engaged in a boycott of Israel. If at any time after signing this certification the Contractor decides to boycott Israel, the Contractor must notify the contracting public entity in writing. See Arkansas Code Annotated § 25-1-503.
- 2. Illegal Immigrant Restriction:** For contracts valued at \$25,000 or greater.
No state agency may contract for services with a Contractor who knowingly employs or contracts with an illegal immigrant. The Contractor shall certify that it does not knowingly employ, or contract with, illegal immigrants. See Arkansas Code Annotated § 19-11-105.
- 3. Energy, Fossil Fuel, Firearms, and Ammunition Industries Boycott Restriction:** For contracts valued at \$75,000 or greater.
A public entity shall not contract unless the contract includes a written certification that the Contractor is not currently engaged in and agrees not to engage in, a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry for the duration of the contract. See Arkansas Code Annotated § 25-1-1102.
- 4. Scrutinized Company Restriction:** Required with bid or proposal submission.
A state agency shall not contract with a Scrutinized Company or a company that employs a Scrutinized Company as a subcontractor. A Scrutinized Company is a company owned in whole or with a majority ownership by the government of the People's Republic of China. A state agency shall require a company that submits a bid or proposal for a contract to certify that it is not a Scrutinized Company and does not employ a Scrutinized Company as a subcontractor. See Arkansas Code Annotated § 25-1-1203.

By signing this form, the Contractor agrees and certifies they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resultant contract:

- Boycott Israel.
- Knowingly employ or contract with illegal immigrants.
- Boycott Energy, Fossil Fuel, Firearms, or Ammunition Industries.
- Employ a Scrutinized Company as a subcontractor.

Contract Number: _____ Description: _____

Agency Name: _____

Vendor Number: 870-270-2577 Vendor Name: Aquamen Cleaning

Christina Gilbert
Vendor Signature

1-07-25
Date



Contract #: _____

STATE OF ARKANSAS SERVICES CONTRACT

Contract #		Federal ID #	
Service Type		Procurement Method	

1. **Contracting Parties.** State of Arkansas is hereinafter referred to as the Department and contractor is herein after referred to as the Contractor.

Department No. & Name	
Division	

Contractor Name	Aquaamen Cleaning LLC		
Contractor Address	1910 Madison Ave # 2088 Memphis, TN 38104		
Contractor Number	870-270-2577	Minority/Women Owned Business	<input checked="" type="radio"/> Yes <input type="radio"/> No

2. **Objectives, Scope, and Performance.** Identify, in reasonable detail, the objectives and scope of the contractual agreement and the methods the Department will use to determine whether the objectives of the contract (Contract) have been achieved. If space below is insufficient it may be supplemented with Attachment 4.

--

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 7-1-2025, and shall continue until 7-1-2026, unless earlier terminated or cancelled in accordance with the Contract or some other writing agreed to and signed by the parties, but in no event may the Original Term exceed a period of four (4) consecutive years from the effective date of the Original Term, unless exempt from Arkansas Code Annotated § 19-11-238(c)(1). By written agreement of the parties, the term of the Contract may be extended or renewed for additional time beyond the Original Term. This allows for a total possible term (**Total Possible Term**) beyond the Contract's Original Term, as defined in the following paragraph.

The **Total Possible Term** of the Contract is a period comprised of the Original Term plus any extensions or renewals that may be agreed to by the parties in writing, but in no event longer than a period of seven (7) consecutive years from the effective date of the **Original Term**, unless otherwise provided by law. Subject to applicable law, the terms hereof, and an appropriation of necessary funding, the Total Possible Term of this Contract expires no later than 7-1-2026 (mm/dd/yyyy).

4. **Contractor's Performance Obligations.** Contractor, for the duration of the Contract and as consideration for the Department's payment as set forth below, shall provide the following to the Department:

General Cleaning, Such as Sweepings, Mopping, Vacuuming
Floor Stripping & Waxing done by Contract, Rusting
Bathrooms ETC. as Expected on Scope of work.

The parties agree that this paragraph 4 of the Contract, and any incorporated attachment, fully sets forth the Contractor's performance upon which the Department's obligation to pay the Contractor is conditioned. (if the space provided is not enough to fully specify the Contractor's duty to perform and to identify the standards of satisfactory performance, the Contractor's covenant to perform must be set forth in Attachment 5 hereto, Performance Details, the terms of which, if any, are incorporated herein by reference.)

5. **Department's Payment Obligations.** Department, as consideration for the Contractor's satisfactory performance of the Contractor's Performance Obligations, as set forth above, shall pay the Contractor as follows:

Upon Services ~~Render~~ Done each month, Payment
will Be expect to be Paid at the beginning of
each Month.

The parties agree that this paragraph 5 of the Contract, and any incorporated attachment, fully sets forth all applicable rates, fees, charges, costs (transportation, per diem, subsistence, out-of-pocket allowances, and

any other costs that may apply), and items for which the Contractor is entitled to payment under the Contract as consideration for Contractor's satisfactory performance of its obligations under the Contract.

The Department shall not pay Contractor except as set forth. The parties also agree that the method(s) of determining the amount of payment corresponding to the Contractor's satisfactory performance is/are set forth in this paragraph 5 such that the total payment owed under the Contract can be determined by reference thereto. (If the space provided is not enough to fully set forth the information needed to determine proper compensation owed by the Department for Contractor's satisfactory performance under the Contract, that information must be set forth in Attachment 2, Calculation of Compensation, the terms of which, if any, are incorporated herein by reference.)

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of the **Original Term**, and (b) the corresponding compensation identified in paragraph 5; the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Original Term is: CG (Initial Contract Amount).

Assuming: (a) Contractor's full and satisfactory performance under the Contract for the duration of its **Total Possible Term**, and (b) the corresponding compensation identified in paragraph 5, the maximum number of dollars that the Department may be obligated to pay to the Contractor under the terms of the Contract for the Total Possible Term is: ? (Total Projected Contract Amount).
6737.40

If either the **Total Projected Contract Amount** or the amount the Department may be obligated to pay the Contractor in any given year of the **Original Term**, or the **Total Possible Term** of the Contract meets or exceeds the threshold of Arkansas Code Annotated § 19-11-265, the Contract shall be submitted for legislative review prior to its effective date.

- 6. Terms and Conditions of Solicitation Incorporated and Order of Precedence.** The parties agree that the agreement in this Contract memorializes and incorporates by reference any and all written representations, warranties, terms, and conditions, set forth in the underlying solicitation document and the bid or proposal that became the basis of the Contract award, which representations, warranties, terms, and conditions continue in full force and effect unless expressly amended hereby.

Accordingly, the provisions of this memorialization of the Contract should be read as being consistent therewith and supplementary thereto to the extent reasonably possible. However, in the event of a conflict between the provisions of this memorialization and the specific provisions of the bid or proposal that was the basis of award, such conflict shall be resolved by giving priority to the documents in the order listed below, including but not limited to conflicting order of precedence provisions.

- A. This Contract, as may be amended in writing by the parties;
- B. The solicitation _____ (Solicitation number) including all Addenda;
- C. Contractor's response to the solicitation.

7. Termination & Cancellation Clauses.

- A. Non-Appropriation Clause Pursuant to §19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of this contract for the services to be provided by the Contractor, this Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such purposes.

This provision shall not be construed to abridge any other right of termination the agency may have.

B. For Convenience. The Department may terminate this contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.

C. For Cause. The Department may cancel this Contract 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 may 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. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

8. Non-negotiable Governing Law and Venue.

A. This contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under this Contract is Pulaski County, Arkansas.

B. Any legislation that may be enacted subsequent to the date of this Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when this contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.

C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

9. Non-negotiable Sovereign Immunity. Nothing in this Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with this Contract shall be brought in the Arkansas State Claims Commission.

10. Non-negotiable Intergovernmental/Cooperative Use. In accordance with Arkansas Code Annotated § 19-11-249, any State public procurement unit may participate in this Contract with a participating addendum signed by the Contractor and approved by the chief procurement officer of the procurement agency issuing the contract.

11. Non-negotiable Disclosure Required by Executive Order 98-04. Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

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

12. Compliance. The Contractor shall ensure, in cooperation with the Department, that the Contract adheres

to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The signature of the Contractor on this Contract serves as an acknowledgement that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

- 13. Indemnity.** The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.
- 14. Assignment/Subcontracting.** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Department.
- 15. Amendments.** The terms of this Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties. Any amendment that increases compensation or represents a material substantive change may require review by Legislative Council or Joint Budget Committee pursuant to Arkansas Code Annotated § 19-11-265.
- 16. Records.** Financial and accounting records reasonably relevant to State of Arkansas transactions under this Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.
- 17. Non-waiver.** The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
- 18. Severability.** If any provision of this contract is held unenforceable, all remaining provisions of this Contract shall remain in full force and effect.
- 19. ACH Payment.** All payments to the Contractor under this Contract shall be made exclusively through ACH (Automated Clearing House) direct deposit or through the State's authorized VISA Procurement Card (p-card). The Contractor agrees to provide the necessary banking information, including account number, routing number, and any other details required to facilitate ACH direct deposits. The Contractor is responsible for ensuring that the provided banking information is accurate and up to date. Any delays or errors in payment caused by incorrect or outdated information provided by the Contractor shall not be the responsibility of the Department. The Department will process payments according to the agreed payment schedule, and all payments made via ACH direct deposit shall be considered as duly received upon successful transmission to the Contractor's designated bank account.

20. Attachments.

1. Certification of Contractor
2. Calculation of Compensation, as applicable;
3. Source of Funds
4. Objectives, Scope, and Performance Standards, as applicable; and
5. Performance Details, as applicable
6. Additional Attachments as applicable

A. _____
 B. _____
 C. _____

21. Notices.

A. Method of Notice. The parties shall give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid[, (iv) fax, or (v) electronic mail to the party's address specified in this Contract, or to the address that a party has notified to be that party's address for the purposes of this section.

B. Receipt of Notice. A notice given under this Contract will be effective on
 i. the other party's receipt of it, or
 ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.

C. Issuance of Notice. All notices and communications between the parties in writing shall be directed to the respective parties in accordance with the following:

Contact #1 – Department Representative submitting/tracking this contract

Christian Gilbert

Name

870-270-2577

Telephone #

Owner / CEO

Title

Aguamen Cleaning at gmail.com

Email

Contact #2 - Department Representative with knowledge of this project (for general questions and responses)

 Name

 Title

 Telephone #

 Email

Contact #3 - Department Representative Director or Critical Contact (for time sensitive questions and responses)

Contract #: 710-25-020 0

Christian Gilbert

Name

870-270-2577

Telephone#

owner / CEO

Title

Aquamex Cleaning at gmail.com

Email

22. Technology Access. If the Commodities are electronic information processing hardware or software, including telecommunications hardware or software ("Information Technology"), then the Contractor represents and warrants it shall comply with federal and state law relating to accessibility by persons with visual impairments and nonvisual access standards established by the Division of Information System, which standards can be found at [Technology Access Clause](#) and are included herein by reference, as applicable.

23. SIGNATURES

DEPARTMENT SIGNATURE CERTIFIES NO OBLIGATIONS WILL BE INCURRED BY A STATE DEPARTMENT UNLESS SUFFICIENT FUNDS ARE AVAILABLE TO PAY THE OBLIGATIONS WHEN THEY BECOME DUE.

IN WITNESS WHEREOF, the Parties sign and cause this Contract to be executed. Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract shall be the date provided in Section 3 above.

CONTRACTOR AUTHORIZED SIGNATURE

Christian Gilbert

Printed Name

owner / CEO

Title

1910 Madison Ave # 2088

Address

Christian Gilbert

Signature

1-07-2025

Date

DEPARTMENT AUTHORIZED SIGNATURE

Printed Name

Title

Address

Signature

Date

Attachment #1 CERTIFICATION OF CONTRACTOR

Sections A, B and C apply to all service contracts. Sections D and E apply to Professional and Consulting Services contracts only.

A. "I, Christian Gilbert Owner / CEO
(Contractor) (Title)

certify under penalty of perjury that, to the best of my knowledge and belief, no regular full-time or part-time employee of the State of Arkansas will receive any personal, direct or indirect monetary benefits as a result of the execution of this contract that would violate the law." Where the Contractor is a widely-held public corporation, the term 'direct or indirect monetary benefits' "shall not apply to any regular corporate dividends paid to a stockholder of said corporation who is also a State employee and who owns less than ten percent (10%) of the total outstanding stock of the contracting corporation."

B. List any other contracts or subcontracts Contractor has with any other state government entities. (Not applicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Not applicable" or "None.")

Child Support
Revenue Dept.

C. Is Contractor currently engaged in any legal controversies with any state agencies or representing any clients engaged in any controversy with any Arkansas state department? If no controversies, please put "Not applicable" or "None."

NO

D. Contractor shall list below, or on an attachment hereto, names, addresses, and relationship of those persons who will be supplying services to the State at the time of the execution of the contract. If the names are not known at the time of the execution of the contract, the Contractor shall submit the names along with the other information as they become known. Such persons shall, for all purposes, be employees or independent contractors operating under the control of the Contractor (sub-contractors), and nothing herein shall be construed to create an employment relationship between the departments and the persons listed below.

Name	Address	Relationship

“We do not have a formal Equal Opportunity Policy at this time. However, we are committed to providing equal opportunities to all employees and applicants, ensuring a workplace free of discrimination and harassment.”

OFFICIAL BID PRICE SHEET

710-25-028 Janitorial Services

All costs **must** be included in the unit price. Costs not included in the unit price below are not billable under a contract established from this solicitation. Bidder must submit a printed copy of the completed Official Bid Price Sheet with bid submission.

Quantities are estimated for bidding purposes only. Quantities may increase or decrease.

Instructions - Enter the unit price per square foot and the monthly amount for each location being bid. Pricing is not required for locations not being bid.

ITEM	DESCRIPTION	ESTIMATED QUANTITY (square feet)	UNIT PRICE (per square foot)	MONTHLY AMOUNT
1	Chicot County	10,000	\$1.23	2300.00
2	Columbia County	14,328		
3	Conway County	10,560		
4	Independence Processing Center	13,166		
5	Mississippi	19,187	\$4.20	3837.40
6	Quachita	21,630		
7	Randolph	8,103		

Number of hours bidder proposes to clean per day:

5

AUTHORIZED SIGNATURE:

By my signature below, I certify that the I am authorized by the respondent to submit this bid on his/her behalf.

Vendor Name:

Aguaman Cleanings LLC

Signature:

Christina Gilbert

Date:

1-7-24

Title:

Owner/CEO

Printed Name:

Christina Gilbert

Attachment I
Client History Form
Janitorial Services
710-25-028

Attachment I

Janitorial Services

Instructions: This form is intended to help the State gain a more complete understanding of each Respondent's experience. This form **must** be completed completely and accurately.

The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients **must** be listed. Omission of a client will constitute a failure to complete this form.

For purposes of this form, the "client" is not an individual but the entity which held the contract. By way of explanation, in the Contract resulting from this IFB, Arkansas DHS will be the client. For each listed client, Respondents may (but are not required) provide the contact information for a person at the client entity who is knowledgeable of the named project. If the State contacts clients listed on this form, the State reserves the right to contact the listed individual or another person at the listed client.

The boxes below each prompt will expand if necessary. The form **must** be signed (please see the final page) by the same signatory who signed the Response Signature Page.

1. Please list clients where you (the prime contractor only) served as the prime contractor or subcontractor for providing janitorial services for at least two (2) years. For each client, please specify the organization/agency/division. Please specify the duration of services for each. If there are no contracts which meet this definition, please state "none."

Authorized Signature:  Title: _____

Printed/Typed Name: _____ Date: _____