



# STATE OF ARKANSAS

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

## INVITATION FOR BID BID SOLICITATION DOCUMENT

### SOLICITATION INFORMATION

Bid Number:	710-25-028	Solicitation Issued:	December 6, 2024
Description:	Janitorial Services – Multiple Counties		
Agency:	Department of Human Services, Division of County Operations		

### SUBMISSION DEADLINE

Bid Submission Date/Time	January 3, 2025, 1:00 p.m., Central Time	Bid Opening Date/Time:	January 3, 2025, 2:00 p.m., Central Time
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Bids **shall not** be accepted after the designated bid submission deadline. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit proposals at the designated location on or before the bid submission deadline. Bids received after the designated bid submission deadline **shall** be considered late and **shall** be returned to the vendor without further review. It is not necessary to return "no bids" to the Office of Procurement.

### DELIVERY OF RESPONSE DOCUMENTS

Delivery Address:	Arkansas Department of Human Services Attn: Office of Procurement 700 Main Street Little Rock, AR 72201
United States mail (USPS):	<b>Note: Hand delivered responses must be delivered directly to the security desk otherwise these deliveries will not be accepted and may be grounds for disqualification.</b>
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437  Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 <sup>th</sup> Street, Slot W345 Little Rock, AR 72201  Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b>
Bid's Outer Packaging:	If the bid packet is not sealed and properly marked with the below information, the package may be opened for bid identification purposes.  • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

### OFFICE OF PROCUREMENT CONTACT INFORMATION

OP Buyer:	Brandi Warner	Buyer's Direct Phone Number:	501-534-4008
Email Address:	<a href="mailto:DHS.OP.Solicitations@dhs.arkansas.gov">DHS.OP.Solicitations@dhs.arkansas.gov</a>	DHS's Main Number:	501-682-1001
DHS Website:	<a href="https://humanservices.arkansas.gov/do-business-with-dhs">https://humanservices.arkansas.gov/do-business-with-dhs</a>		
OSP Website:	<a href="http://www.arkansas.gov/dfa/procurement/bids/index.php">http://www.arkansas.gov/dfa/procurement/bids/index.php</a>		

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

### **1.1 PURPOSE**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of County Operations (DCO) to obtain pricing and contracts for janitorial services for multiple DHS County Office locations in Arkansas.

### **1.2 INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT**

In accordance with Ark. Code Ann. § 19-11-249, this proposal and any resulting contract may be available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected Contractor. Upon agreement by the parties, they may enter into an agreement as provided in this solicitation.

### **1.3 TYPE OF CONTRACT**

A Term contract will be awarded to multiple vendors (one per location). The term of this contract **shall** be for one (1) year. The anticipated start date for the contract is July 1, 2025. Upon agreement by the vendor and agency, the contract may be renewed by OP on a year-to-year basis, for up to six (6) additional one-year terms or a portion thereof not to exceed a total contract term of seven (7) years.

Any resultant contract of this IFB **shall** be subject to State approval processes which may include Legislative review.

### **1.4 ISSUING AGENCY**

The OP, as the issuing office, is the sole point of contact throughout this solicitation process. Vendor questions regarding this *Bid Solicitation* should be made through the State's buyer as shown on page one (1) of this document. Vendor's questions will be answered as a courtesy and at vendor's own risk.

### **1.5 BID OPENING LOCATION**

Bids submitted by the submission deadline will be opened via video conference. DHS will publish a link to the live bid opening on the DHS website for public access. Individuals will not be permitted to attend in-person. If the bid opening cannot be held as scheduled due to technical or other issues, DHS will publish an updated schedule and video conference link on the [DHS website](#).

### **1.6 DEFINITION OF REQUIREMENT**

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

### **1.7 DEFINITION OF TERMS**

The State has made every effort to use industry-accepted terminology in this IFB and will attempt to further clarify any point of an item in question as indicated in Section 1.10 Clarification of Bid Solicitation.

B. The words "bidder," "vendor," and "contractor" are used synonymously in this document.

C. The terms "Invitation for Bid," "IFB," and "Bid Solicitation" are used synonymously in this document.

### **1.8 RESPONSE DOCUMENTS**

#### **A. *Bid Response Packet***

An official authorized to bind the vendor(s) to a resultant contract **must** sign the *Bid Signature Page*. Providing a signature on this page signifies vendor's agreement that either of the following **shall** cause its bid to be disqualified:

- a. Additional terms or conditions submitted intentionally or inadvertently.
- b. Any exception that conflicts with a Requirement of this IFB.

The following items **shall** be submitted with the *Bid Response Packet* in a sealed envelope:

- a. EO 98-04 Disclosure Form (Attachment A)
- b. Copy of Vendor's *Equal Opportunity Policy* (see *Equal Opportunity Policy*)
- c. Signed addenda to this IFB, if applicable (see Requirement of Addendum)
- d. Combined Certifications Form (Attachment H)

- e. Documentation that vendor meets the minimum qualifications outlined in this IFB (see *Minimum Qualifications*)

**DO NOT** include any other documents or ancillary information, such as a cover letter, promotional, or marketing information. **Submit one (1) electronic copy of the response packet, excluding the *Official Bid Price Sheet*, preferably on a flash drive and one (1) hard copy. To the extent possible, all electronic files should be a single document in PDF format.**

B. *Official Bid Price Sheet* (see Section 1.12 Pricing)

1. Vendor **must** submit one (1) hard copy and one (1) electronic copy of the original *Official Bid Price Sheet*. The electronic copy should be submitted preferably on a flash drive, in a single PDF file.
2. The *Official Bid Price Sheet* (both the hard and electronic copies) **must** be separately sealed from the *Bid Response Packet* and should be clearly marked as "Pricing." Vendor must not include any pricing in the hard or electronic copies of the *Bid Response Packet*.

**1.9 AGREEMENT AND COMPLIANCE PAGE**

Vendor **must** sign the *Agreement and Compliance Page* relevant to each section of the IFB. The *Agreement and Compliance Page* is included in the *Bid Response Packet*. Vendor's signature on this page **shall** signify agreement to and compliance with all requirements within the designated section.

**1.10 CLARIFICATION OF BID SOLICITATION**

- A. Contractor may submit written questions requesting clarification of information contained in this *Bid Solicitation*. Written questions should be submitted by 4:00 p.m., Central Time on December 13, 2024. Submit written questions by email to the buyer as shown on page one (1) of this IFB. The attached response template (*Attachment B*) **must** be used for submission of all written questions. All questions should include the information specified in the response template. Written questions submitted in a different format may not be answered by DHS.
- B. Contractor's written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OP website by the close of business on December 20, 2024. Answers to verbal questions may be given as a matter of courtesy and **must** be evaluated at contractor's risk.

**1.11 SUBCONTRACTORS**

Vendor **must** complete, sign, and submit the *Proposed Subcontractors Form* included in the *Bid Response Packet* to indicate vendor's intent to utilize, or to not utilize, subcontractors. Additional subcontractor information may be required or requested in following sections of this IFB. **Do not** attach any additional information to the *Proposed Subcontractors Form*.

The utilization of any proposed subcontractor is subject to approval by the State agency.

**1.12 PRICING**

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

**1.13 PRIME CONTRACTOR RESPONSIBILITY**

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

**1.14 INDEPENDENT PRICE DETERMINATION**

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

**1.15 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this IFB become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA). 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.
- B. 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. By redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above. **Under no circumstances will** pricing information be designated as confidential.
- C. 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. 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. Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data. The redacted copy will be open to public inspection under FOIA without further notice to Prospective Contractor.
- D. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under FOIA.
- E. If the State deems redacted information to be subject to FOIA, Prospective Contractor will be contacted prior to release of the documents. The State has no liability to 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.

**1.16 CAUTION TO VENDORS**

- A. Prior to any contract award, all communication concerning this IFB **must** be addressed through OP. The State **shall** have the right to award or not award a contract, if it is in its best interest.
- B. Vendor **must not** alter any language in any solicitation document provided by the State, including the *Official Bid Price Sheet*. All official documents and correspondence related to this solicitation **shall** be included as part of the resultant contract.
- C. Bids **must** be submitted in the English language. Bids must meet or exceed all defined specifications, terms, and conditions as set forth in this IFB and be in compliance with State of Arkansas law. Vendor **must** provide clarification of any information in its response documents as requested by OP.
- D. Vendors may submit multiple bids.

**1.17 REQUIREMENT OF ADDENDUM**

This IFB **shall** be modified only by an addendum written and authorized by OP. An addendum posted within three (3) calendar days prior to the bid opening **shall** extend the bid opening and may or may not include changes to the *Bid Solicitation*.

The vendor **shall** be responsible for checking the following websites for any and all addenda up to bid opening:

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

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

## 1.18 AWARD PROCESS

### A. Vendor Selection

1. Award will be made to lowest responsible, responsive bidder based on unit price per item. Bidders must meet minimum qualifications. Bids must meet or exceed all defined specifications. Bids must meet all terms and conditions of this Invitation for Bid and the laws of the State of Arkansas.
2. Contract award, extension, or renewal is contingent upon approval by DHS officials, subsequent approval by the OP, review by the Legislative Council and the availability of State funds. Pursuant to Ark. Code Ann. § 19-11-265, any material changes to the resulting contract are subject to review by the Legislative Council.

### B. Negotiations

The State may conduct negotiations with the lowest responsible, responsive bidder. Negotiations are conducted at the State's sole discretion.

If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest responsive bidder. The negotiation process may be repeated until the lowest responsive vendor has been determined, or until such time the State decides not to move forward with an award.

### C. Anticipation to Award

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

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

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

The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Vendors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen (14) day posting period. OP **shall** have the right to waive the policy of Anticipation to Award when it is in the best interest of the State.

It is the vendor's responsibility to check the above referenced websites for the posting of an anticipated award.

### D. Issuance of Contract

Any resultant contract of this IFB shall be subject to State approval processes which may include Legislative review. An OP Official will be responsible for award and administration of any resulting contract.

## 1.19 MINORITY AND WOMEN-OWNED BUSINESS POLICY

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

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

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

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

**1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY**

In compliance with Ark. Code Ann. § 19-11-104, the State is required to have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award. EO Policies should be included as a hardcopy accompanying the solicitation response.

The submission of an EO Policy to the OP is a one-time requirement. Vendors are responsible for providing updates or changes to their respective policies, and for supplying EO Policies upon request to other State agencies that must also comply with this statute. Vendors not required by law to have an EO Policy must submit a written statement to that effect.

**1.21 COMBINED CERTIFICATIONS**

A. Pursuant to Arkansas law, a Contractor must certify they are not a Scrutinized Company and they do not currently and shall not for the aggregate term of any resulting contract:

1. Boycott Israel (see Ark. Code Ann. § 25-1-503)
2. Knowingly employ or contract with illegal immigrants (see Ark. Code Ann. § 19-11-105)
3. Boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries (see Ark. Code Ann. § 25-1-1102)
4. Employ a Scrutinized Company as a subcontractor (see Ark. Code Ann. § 25-1-1203)

B. Contractor shall submit signed *Attachment H Combined Certifications for Contracting with the State of Arkansas*.

**1.22 PAST PERFORMANCE**

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

**1.23 TECHNOLOGY ACCESS**

A. When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Ark. Code Ann. § 25-26-201 et seq., 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, 2019 (software applications and operating ICSs) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (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, 2019 (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 Ark. Code Ann. § 25-26-201 et seq., 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 Ark. Code Ann. § 25-26-201 et seq., if equivalent access is not reasonably available, then individuals who are blind or visually impaired **shall** be provided a reasonable accommodation as defined in 42 U.S.C. § 12111(9), as it existed on January 1, 2013.
- E. If the information manipulated or presented by the product is inherently visual in nature, so that its meaning cannot be conveyed non-visually, these specifications do not prohibit the purchase or use of an information technology product that does not meet these standards.

#### 1.24 COMPLIANCE WITH THE STATE SHARED TECHNICAL ARCHITECTURE PROGRAM

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

#### 1.25 MASTERCARD ACCEPTANCE

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

#### 1.26 PUBLICITY

Vendors **shall not** issue a news release pertaining to this *Bid Solicitation* or any portion of the project without OP’s prior written approval. Failure to comply with this Requirement **shall** be cause for a vendor’s bid to be disqualified.

#### 1.27 RESERVATION

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

#### 1.28 SCHEDULE OF EVENTS

Public Notice of IFB	December 6, 2024
Deadline for Receipt of Written Questions	December 13, 2024
Response to Written Questions, On or About	December 20, 2024
Date and Time for Bid Submission	January 3, 2025, 1:00 pm CST
Date and Time for Bid Opening	January 3, 2025, 2:00 pm CST
Intent to Award Announced, On or About	January 17, 2025
Contract Start (Subject to State Approval)	July 1, 2025

#### 1.29 STATE HOLIDAYS

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

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

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



## **SECTION 2 – MINIMUM REQUIREMENTS**

### **2.1 INTRODUCTION**

This Invitation for Bid (IFB) is issued by the Office of Procurement (OP) for the Arkansas Department of Human Services (DHS), Division of County Operations (DCO) to obtain pricing and contracts for janitorial services for multiple DHS County Office locations in Arkansas.

<b>County</b>	<b>Address</b>	<b>Phone Number</b>	<b>Square Footage</b>
Chicot	1736 Hwy. 65 & 82 So. Lake Village, AR 71653	870-265-3821	10,000
Columbia	601 E. University Magnolia, AR 71754	870-234-4190	14,328
Conway	#2 Bruce Street Morrliton, AR 72110	501-354-2418	10,560
Independence Processing Center	1095 White Dr. Batesville, AR 72501	870-793-0666	13,166
Mississippi	1104 Byrum Road Blytheville, AR 72315	870-763-7093	19,187
Ouachita	222 Van Buren St. NW Camden, AR 71711	870-836-8166	21,630
Randolph	1408 Pace Rd. Pocahontas, AR 72455	870-892-4475	8,103

DHS, at its sole discretion, reserves the right to request services for additional DHS divisions and locations.

### **2.2 SERVICE DELIVERY LOCATION**

All services **must** be provided after normal state work hours and within the agreed upon number of days unless otherwise arranged and coordinated with DHS. Normal state work hours for County Offices are 8:00 a.m. to 4:30 p.m. CST, Monday through Friday. Contractor **shall** give the agency immediate notice of any anticipated delays that will affect the service delivery requirement.

### **2.3 MINIMUM QUALIFICATIONS**

Contractor **must** meet the following requirements:

- A. Contractor **must** be registered to do business in the State of Arkansas and in good standing by the start of any resulting contract. Contractor **must** provide a [Certificate of Good Standing](#), [Certificate of Authority](#), other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request. The bidder **must** include a copy of all required licensure and certification documents in the bidder's response to this solicitation. See "Response Documents."
- B. Contractor(s) **shall** assign a supervisor to inspect the building at least once a week. Said supervisor **must** inspect the building once a week to ensure compliance with requirements in this solicitation. Contractor **must** provide the name, address, and telephone number of the supervisor in the space provided in the *Response Packet*, page 5.
- C. Prospective Contractor(s) **must** participate in a mandatory site visit for each building and see all areas that are to be cleaned unless bidding on new building, in which case, a set of plans will be available to bid from. Appointments must be made with the County Administrator or designee prior to any walkthrough and bidder must be accompanied by the County Administrator or their designee during the walkthrough. For verification purposes, Prospective Contractor must provide, with bid submission, the signed and completed Attachment J - Site Visit Verification Form.
- D. Contractor(s) **must** have experience providing janitorial services for a business for at least two (2) years. Prospective Contractor **must** provide the completed Attachment I - Client History Form with bid submission.

### **2.4 SOLICITATION CONFERENCE**

- A. Prospective Contractors may attend a virtual solicitation conference. Attendance at the solicitation conference is non-mandatory.

**Date/Time: December 11, 2024**

**Microsoft Teams Meeting Link:**

**<https://us02web.zoom.us/j/89008619300?pwd=MzqXBjBm1aRzemireW2K0CUdqf1lq.1>**

**Meeting ID: 890 0861 9300**

**Meeting Passcode: 912983**

**Dial-In Information: +1 646 931 3860**

- B. The solicitation conference is for informational purposes. Nothing discussed during the solicitation conference will augment or change the specifications or terms and conditions of the solicitation, nor shall anything discussed during the solicitation conference be deemed binding or incorporated into the specifications or terms and conditions of the solicitation.

## 2.5 SCOPE OF WORK

Contractor **must** provide services in accordance with all applicable federal and state laws and regulations as well as Occupational Safety and Health Administration (OSHA) standards and guidelines.

### A. Facility

1. Contractor(s) and/or contractor's staff shall not use telephones, installed equipment, or any other item, tangible, or intangible, considered to be the State's property. Contractor **shall** reimburse the State for the monetary value of such unauthorized use as determined by DHS phone bills or other documented evidence.
2. Contractor and/or Contractor's staff shall not have visitors or children on location while providing janitorial services under a resulting contract.
3. All DHS facilities are NON-SMOKING. No weaponry, including firearms, is allowed in facilities operated by DHS or any of its divisions.

### B. Supplies

1. Contractor **shall** provide all equipment, cleaning supplies, and tools including, without limitation: brooms, mops, buffers, vacuums, etc. These items cannot be stored in DHS offices without written authorization from the DCO County Administrator. DHS is not liable for any articles, items, or effects stored by Contractor or its agents on DHS property.
2. Contractor **shall** be responsible for all janitorial supplies including, without limitation: two-ply facial quality toilet tissue, soap, white bleached paper towels for bathroom, break room, and kitchen, chemical disinfectants, wax, window cleaners, and waste receptacle liners.
3. Contractor **shall** only use Green Seal Certified cleaning products having little or no odor, fumes, fragrance, or perfumes to help create a healthy work environment for the occupants at each location and Contractor's janitorial staff.

### C. Schedule

1. Service days **shall** be five (5) days per week after normal business hours: Monday, Tuesday, Wednesday, and Thursday; together with one (1) of the following days: Friday, Saturday, or Sunday. Unless otherwise instructed by DCO, Contractor **must** complete cleaning and quality requirements even if staff is in the building after normal business hours.
2. Contractor **must** respond to an emergency within two (2) hours of a request. The DCO County Administrator, or their designee, will determine what constitutes an emergency. An emergency request may be outside routine janitorial care.
3. Contractor **must** schedule all services that require prior scheduling with the County Administrator.
4. Contractor **shall** receive written approval from the County Administrator prior to making any variation in schedule or janitorial services specified in this IFB.

**D. Staffing**

1. Contractor **shall** provide all staffing and labor required to ensure janitorial services are met to fulfill the requirements of this IFB. Contractor shall not employ a current DHS employee to carry out services specified in this IFB.
2. Employees **must** dress in a respectable manner. All work **must** be accomplished by responsible adults.
3. Contractor's staff **must** always adhere to established safety and security protocols, including but not limited to DHS and local County Office protocols (to be provided during on-site inspection).

**E. General Requirements**

1. Contractor **must** provide the DCO County Administrator the names of all person(s) that will be actually cleaning the building and update the listing anytime changes are made. Contractor **must** notify the County Administrator within twenty-four (24) hours of any updates. Contractor **must** give the agency immediate notice of any anticipated delays that will affect the service requirement.
2. Contractor(s) and/or Contractor's staff **shall** take reasonable measures and precautions necessary to prevent non-DHS personnel from entering each location after 4:30 p.m. Central Time on business days for any reason, unless it is local fire, ambulance, or other emergency personnel.
3. Contractor(s) and/or Contractor's staff **shall** immediately report to DHS all situations having the potential to cause an emergency, such as those brought about by Contractor's staff, defective plumbing, unlocked doors, and fire hazards and **shall** immediately report all emergency situations, such as a fire, to the proper local authorities.
4. Contractor **must** contact the DCO County Administrator for each location that was successfully bid, within one (1) week of the notification of award.

**F. Cleaning Requirements**

1. Contractor **must** perform the following daily janitorial services:
  - a. Vacuum: Contractor **must** use a commercial or residential vacuum cleaner to remove debris and/or particles from carpeted areas including entrance carpets and rugs throughout the county office. Contractor **shall** keep carpets and rugs clean and free from dust, dirt, and other debris. Prior to vacuuming, Contractor **must** move and vacuum under all easily movable objects (chairs, waste bins, etc.) and replace all items moved.
  - b. Mopping: Contractor **must** use a wet mop (cloth, dust, micro-fiber, wool, cloth strip, etc.) to clean debris from the floor surface. Contractor **must** use the appropriate floor cleaners on surfaces. Floors **must** be clean and free of dirt, water streaks, mop marks, strings; properly rinsed, and present an overall appearance of cleanliness. Baseboards, walls, furniture, and equipment must in no way be splashed, disfigured, or damaged during mopping.
  - c. Sweeping: Contractor **must** use appropriate sweeping device, such as straw brooms, electric brooms, and/or dust mops to remove debris and/or particles from floors other than carpeted areas. Corners, under furniture, behind doors, stairwells, and entrances must be swept.
  - d. Mirrors and Glass: All interior glass windows, glass panels, and exterior glass windows **must** be cleaned with the appropriate glass cleaning product solutions and cloth. There must not be any streaks or cloth residue visible. Contractor **shall** thoroughly clean all glass and mirrors using an approved alcohol-based glass cleaner. A squeegee may be used as needed.
  - e. Dusting: Contractor **must** dust all surfaces including corners, crevices, moldings, and ledges to remove dust streaks, oil, cobwebs, dirt, debris, spots, and smudges on dusted surfaces. Contractor **must** use appropriate dusting products; solution cleaners must be used for surfaces. Dusting devices must be appropriate for the surface receiving dusting. E.g., Soft dusting cloth, feather duster, pre-treated dusting cloth, micro-fiber cloth, etc. Dusting devices must not scratch or cause damage to areas. Streaks or cloth

residue must not be visible. Desks, tables, chairs, all fixtures, ledges, edges, shelves, exposed pipes, door frames, office partitions, defibrillator boxes, storage areas, tops of file cabinets, etc. must be dusted. Areas not cleared by office occupants must not be dusted. Do not dust any controls or computer screens.

- f. Trash Disposal: Trash debris **must** be removed from all trash receptacles and placed in outside dumpsters. All trash **must** be bagged and tied. Replace liners when they become soiled or torn.
- g. Recycle Bins: Recycle bins that are full or substantially full **must** be gathered from throughout the county office.
- h. Sanitize: Contractor **must** sanitize all areas with appropriate cleaner. Devices used must not leave any streaks or cloth residue visible.
- i. Appliances: Contractor **must** clean all fixtures and appliances such as microwaves, refrigerators, toilets, etc.
- j. Bathrooms: Contractor **must**:
  - i. Sweep and wet mop utilizing a disinfectant cleaner.
  - ii. Clean all fixtures, including metal and chrome, toilets, urinals, washbasins, mirrors, waste receptacles, dispensers, counters, and wall surfaces, utilizing a germicide cleaner-disinfectant.
  - iii. Raise and clean toilet seats.
  - iv. Prior to building occupants' official start time, empty waste receptacles, stock paper towels, soap, toilet paper, and seat cover dispensers, where applicable. Empty, clean, and disinfect, with a germicidal disinfectant, all sanitary napkin receptacles; replace used bags with new ones.
  - v. With the use of rubber gloves, collect soiled bags in separate containers for disposal. All trash placed outside in dumpsters **must** be bagged and tied.
  - vi. Spot-clean other surfaces and dust horizontal surfaces.
- k. Room Cleaning: Contractor **must** clean all rooms within the facility. Room cleaning includes all office areas, file rooms, conferences rooms, kitchen/breakroom, and the corridor space adjacent to these areas.
  - i. If necessary or when requested, clean sinks and mirrors. Supply paper towels where dispensers are provided.
  - ii. In office areas, kitchen/break room, file rooms, conference rooms:
    - Dust with treated cloth horizontal surfaces that are readily available and visibly required dusting.
    - Do not remove or lift any papers from desks. Do not remove or lift any personal effects from shelves.
  - iii. Clean glass desktops
  - iv. Spot clean carpets as stains occur, removing all stains.

Notes: Working papers **must** not be disturbed.

- l. Main Entrances, Main Lobbies, and Main Corridors: Contractor **must**:
  - i. Sweep and/or vacuum full floor area. Clean all interior and exterior metal doorknobs, push bars, kick plates, railings, and other metal surfaces, clean and polish wood handrails, doors, and other wood surfaces, clean spots, and marks off walls.
  - ii. Dust all surfaces within approximately seventy inches (70") from the floor.
  - iii. Clean both sides of entrance glass and glass surrounding doors within reach.
  - iv. Clean drinking fountains
  - v. Sweep, vacuum, or clean entrance rugs/floor mats
  - vi. Caution signs **must** be used on wet surfaces
- m. Exterior Cleaning: Contractor **must** sweep entrances, landings, loading areas, steps, and sidewalks adjacent to entrances. Inspect and remove all trash, cans, bottles, and paper from sidewalks, parking lots, driveways, lawn, etc.
- n. General Requirements: Contractor **must** replace, as needed, or as may be requested by the County Administrator, inside light bulbs supplied by DHS and clean light covers.

2. Contractor **must** perform the following weekly janitorial services:
    - a. Spray and buff all resilient floors
    - b. Polish kick plates, push plates, and push rods on doors, handrails, doorknobs, and other metal surfaces.
  3. Contractor **must** perform the following monthly janitorial services:
    - a. Damp wipe the full surface area of all stall partitions, doors, window frames, sills, and wastepaper receptacles utilizing a multipurpose (disinfectant deodorizer) cleaner.
    - b. Dust and damp wipe both sides of all blinds.
    - c. Dust and/or spot clean all wall surfaces in building within approximately seventy inches (70") of floor in office areas, file areas, conference rooms, and kitchen/break room areas.
    - d. Sweep the full floor area of storage space.
  4. Contractor **must** perform the following semi-annual janitorial services:
    - a. Clean by dusting or vacuuming all objects in the facility approximately seventy inches (70") or more off the floor. This includes, but is not limited to, the wall and ceiling area adjacent to ventilating and air conditioner outlets, light covers, transoms, clocks, moldings around ceilings, tops of partitions, overhead pipes, wall fans, pictures, plaques, wall or ceiling diffusers, file cases, bookcases, lockers, walls, draperies, etc. Damp wipe and dry high surfaces such as transoms, clock glass, picture frames and glass, smudged areas surrounding air grills, diffusers, etc.
    - b. Within the first ninety (90) days of the initial contract period and semi-annually thereafter, strip, seal, and apply appropriate floor finish to all hard floors. Water solutions will not be used on wood flooring.
    - c. Surfaces **shall** be slip resistant. Additional coats of finish may be required more or less frequently to meet quality requirements. Contractor **must** schedule floor cleanings with the County Administrator.
    - d. Shampoo and/or steam clean all carpets. Contractor **must** schedule shampoo and/or steam cleaning carpets with the County Administrator.
    - e. Windows and Glass: Within the first sixty (60) days of the initial contract start date, Contractor **must** wash both sides of all exterior building windows and glass. Both sides of all windows **must** be washed at the same time. Contractor **must** schedule all window and glass cleanings, which includes the initial cleaning, with the County Administrator.
    - f. The County Administrator reserves the right to request additional or different services be provided at different times.
- G. Quality Requirements
1. Carpet Spotting: Excessive buildup, spillage, or crusted material **shall** be removed along with spots, smears, spills, and stains. There **must** be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas **must** blend with adjacent areas of carpeting.
  2. Cleaning Drinking Fountains: The porcelain or stainless-steel surfaces must be clean and bright, and they must be free of dust, spots, stains, and streaks. Drinking fountains must be kept free of trash, ink, coffee grounds, etc., and nozzles free from encrustation.
  3. Cleaning and Polishing Wood Surfaces and Paneling: Wood surfaces and paneling shall be free of dirt, dust, streaks, spots, smudges, and residue.
  4. Cleaning Window Treatments (Blinds, Drapes, Curtains, etc.): Both sides of blinds slats shall be clean and free of dust and water spots. Cords and tape shall be clean.

5. Cleaning Wastebaskets: Wastebaskets shall be free of dust, debris, and residue. Plastic liners shall not be torn, worn, and/or contain residue.
6. Damp Mopping and Spray Buffing: Floors shall be free of streaks, mop strand marks, and skipped areas. Walls, baseboards, and other surfaces must be free of splashing and markings from the equipment. The finished area must have a uniform luster. "Caution Wet" signs must be used while mopping or buffing.
7. Damp-Wiping: All dirt, dust, water stains, spots, streaks, and smudges **must** be removed from the surfaces.
8. Dusting: There **must** be no oils, spots, and/or smudges on dusted surfaces caused by dusting tools.
9. Fixture Cleaning: Porcelain fixtures and metal surfaces, (washbasins, urinals, toilets, shower stalls, etc.) **must** be clean and bright; there **must** be no dust, spots, rust, green mold, encrustation, or excess moisture.
10. Glass and Mirror Cleaning: Glass and mirrors **must** be clean and free of dirt, streaks, watermarks, spots, and grime, and **must** not be cloudy.
11. High Cleaning: Surfaces must be clean and free of dust and grime. Where glass is present, both sides must be clean and free of streaks. All light covers must be clean and free of insects.
12. Metal Polishing: Metal surfaces must be free of smears, stains, and finger marks. They must be clean and bright, and polished to a uniform luster.
13. Policing Grounds and Sidewalks: Area must be free of all paper, trash, empty bottles, and other discarded materials.
14. Porcelain Ware Cleaning: Washbasins and metal piping shall be clean and bright; there must be no dust, spots, stains, rust, green mold, encrustation, or excess moisture.
15. Replace Light Bulbs: Light bulbs must be supplied by DHS. The light bulbs must be replaced with the same size bulb, as needed.
16. Servicing: All supplies must be provided, and dispensers filled. Waste receptacles must be emptied, cleaned, disinfected, and new bags inserted.
17. Shampooing Rugs and Carpets: Rugs and carpets must be clean and free of dirt, grime, stains, excessive buildup, and encrusted material.
18. Spot Cleaning: Smudges, marks, or spots must be removed without causing unsightly discoloration.
19. Stripping: All old finish or wax must be removed. There must be no evidence of gum, rust, burns, or scuffmarks. There must be no buildup in corners or crevices.
20. Sweeping, Wet Mopping, or Scrubbing: Area must be clean and free of dirt, trash, water streaks, mop marks, string, gum, grease, tar, etc. and present an overall appearance of cleanliness. No dirt must be left in corners, behind radiator, under furniture, or behind doors.
21. Vacuuming: Carpet surfaces must be vacuumed with cleaner equipped with brush or beater bars and be free of obvious dirt, dust, and other debris.
22. Waxing and Buffing: Walls, baseboards, and other surfaces must be free of wax and polish residue and marks from equipment. Floors must be free of streaks, mop strand marks, and skipped areas. The finished area **must** have a uniform luster without marks.
23. Window Washing: Washed glass **must** be clean and free of dirt, grime, streaks, and excessive moisture and must not be cloudy. Window sashes, sills, woodwork, and other surrounding areas of interior glass must be wiped free of drippings and other watermarks.

**2.6 LOSS, DAMAGE, AND/OR DESTRUCTION OF PROPERTY**

- A. Contractor **shall** be responsible for any loss, damage, and/or destruction to the State's property and the property of others due to the actions of Contractor's and/or subcontractor's staff.
- B. Contractor **shall** reimburse DHS within seven (7) business days for all losses, damages, and/or destruction to the State's property and to the property of others due to the actions of Contractor's and/or subcontractor's staff. DHS reserves the right to determine the cost of the damage.
- C. Contractor **shall** repair, correct, replace, or bring to the same condition as prior to cleaning all damage resulting from misused products or from the use of products not recommended for locations being serviced.
- D. Contractor and Contractor's employees **shall** take all reasonable measures and precautions necessary to prevent the unauthorized use, pilferage, or removal of items from State property.

**2.7 PERFORMANCE STANDARDS**

- A. State law requires that all contracts for services include Performance Standards for measuring the overall quality of services provided. Attachment C: Performance-Based Contracting identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards a vendor **must** meet 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. The State **shall** have the right to modify, add, or delete Performance Standards throughout the contract term, should the State determine it is in its best interest. Any changes or additions to performance standards will be made in good faith following acceptable industry standards and may include vendor's input so as to establish reasonably achievable standards.
- C. All changes made to the Performance Standards **shall** become an official part of the contract and **shall** continue throughout the contract term. Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages or termination of the contract.
- D. In the event a Performance Standard is not met, vendor will have the opportunity to defend, respond to, or cure the insufficiency to the State's satisfaction. The State **may** waive damages if it determines there were extenuating factors beyond vendor's control that hindered the performance of services, or it is in the State's best interest. In these instances, the State **shall** have final determination of the performance acceptability.
- E. Should any compensation be owed to the agency due to the assessment of damage, vendor **shall** follow the direction of the agency regarding the required compensation process.

### **SECTION 3 – GENERAL CONTRACTUAL REQUIREMENTS**

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

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

- A. All invoices **shall** be forwarded to: [DHS.DCOInvoicesMailBox@dhs.arkansas.gov](mailto:DHS.DCOInvoicesMailBox@dhs.arkansas.gov).
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. The State **shall not** be invoiced in advance of delivery and acceptance of any goods or services. Payment will be made only after vendor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- C. Vendor 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. Other sections of this *Bid Solicitation* may contain additional requirements for invoicing.
- D. Selected vendor **must** be registered to receive payment and future *Bid Solicitation* notifications. Vendors may register on-line at <https://www.ark.org/vendor/index.html>.

#### **3.2 GENERAL INFORMATION**

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

#### **3.3 CONDITIONS OF CONTRACT**

- A. Vendor **shall** at all times observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to, the execution of a resulting contract which in any manner affect the completion of the work.



- B. Vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of vendor.
- C. Contractor agrees to the Performance-Based Contracting standards as presented in Attachment C, DHS Standard Terms and Conditions as presented in Attachment D, a pro forma contract as presented in Attachment E, the Business Associate Agreement as presented in Attachment F, Organizational or Personal Conflict of Interest policy as presented in Attachment G, and Combined Certifications in Attachment H.

**ALL VENDOR STAFF MAY BE MANDATED REPORTERS UNDER STATE AND FEDERAL MANDATES**

**3.4 STATEMENT OF LIABILITY**

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

**3.5 PERFORMANCE BONDING**

- A. Contractor **shall** be required to obtain performance bonds to protect the State's interest as follows:
  - 1. The amount of the performance bonds **shall** be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the State's protection. Such performance bond must be provided to DHS prior to signing the contract.
  - 2. The State **shall** require additional performance bond protection when a contract price is increased or modified. The additional performance bond **must** be delivered to the DHS Chief Procurement Officer within fourteen (14) calendar days of request.
  - 3. Contractor **shall** notify the State of any changes, modifications, or renewals of the performance bond during the contract term. The performance bond documentation **must** be provided to the State with each required notice.
  - 4. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.

**3.6 RECORD RETENTION**

- A. Vendor **shall** maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and as specified by the State of Arkansas Law. Upon

request, access **shall** be granted to State or Federal Government entities or any of their duly authorized representatives.

B. Financial and accounting records **shall** be made available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.

C. Other sections of this *Bid Solicitation* may contain additional requirements regarding record retention.

### 3.7 PRICE ESCALATION

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

### 3.8 CONFIDENTIALITY

A. Vendor, vendor's subsidiaries, and vendor's employees **shall** be bound to all laws and requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information which they may become aware of while providing services under a resulting contract.

B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State **shall** have the right to cancel the contract on these grounds.

C. Previous sections of this *Bid Solicitation* may contain additional confidentiality requirements.

### 3.9 CONTRACT INTERPRETATION

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

### 3.10 CANCELLATION

A. For Cause. The State may cancel this contract for cause when Contractor fails to perform its obligations by giving Contractor written notice specifying the terms of cancellation at least thirty (30) days prior to the proposed cancellation date. In any written notice of cancellation for cause, the State will advise Contractor of the reasons for cancellation and may provide Contractor an opportunity to cure the identified deficiencies prior to the proposed cancellation date. The parties may agree to reasonable contract modifications to avoid cancellation for cause to the extent permitted by law.

B. For Convenience. The State may cancel any contract resulting from the solicitation by giving Contractor written notice of such cancellation no less than thirty (30) days prior to the date of cancellation.

C. If upon cancellation, Contractor has provided commodities or services which the State has accepted, and there are no funds legally available to pay for the commodities or services, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims.

### 3.11 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 vendor **shall** be relieved of all obligations arising under such provision. If the remainder of the contract is capable of performance, it **shall not** be affected by such declaration or finding and **shall** be fully performed.

## **SECTION 4 – STANDARD TERMS AND CONDITIONS**

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

1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
3. **BID SUBMISSION:** *Original Bid Packets* **must** be submitted to OP on or before the deadline for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be disqualified. The person signing the bid should show title or authority to bind the firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty (30) days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractors **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand, or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require Contractor to supply additional descriptive material. Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternative 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*. 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. Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by Contractor, such items **shall** function properly when installed. Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. Contractor's obligations under this paragraph **shall** survive for a period of one (1) year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, **must** be furnished free of expense to the State. Each sample should be marked with 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 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 Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. OP **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 Contractor.
- 14. DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of OP. Delivery **shall** be made during agency work hours (8:00 a.m. to 4:30 p.m. Central Time) unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
- 15. STORAGE:** The ordering agency is responsible for storage if 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 OP 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. Contractor **must** give written notice to OP 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:** Contractor **shall** be paid upon completion 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 Contractor hereunder or in contemplation hereof or developed by 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 Contractor's expense to the F.O.B. point provided by the agency or OP. Contractor **shall** properly identify items being returned.
- 20. PATENTS OR COPYRIGHTS:** 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 Contractor may assert under this Agreement **shall** be brought before the Arkansas State Claims Commission, which **shall** have exclusive jurisdiction over all claims that Contractor may have arising from or in connection with this Agreement. Unless Contractor's obligations to perform are terminated by the State, Contractor **shall** continue to provide the Services under this Agreement even if 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 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 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, Contractor may file a claim with the Arkansas State Claims Commission under the laws and regulations governing the filing of such claims. If upon cancellation Contractor has provided services which the State has accepted, 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, Contractor agrees that: (a) 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, Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) 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 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) 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:** Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by Contractor for securing business.
- 26. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, 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.