



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:	710-25-065	Solicitation Issued:	March 21, 2025
Description:	Janitorial Services – Multiple Counties		
Agency:	Department of Human Services, Division of County Operations		

SUBMISSION DEADLINE			
Bid Submission Date/Time	April 4, 2025, 1:00 p.m. Central Time	Bid Opening Date/Time:	April 4, 2025, 2:00 p.m. Central Time
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):	<i>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.</i> Arkansas Department of Human Services Attn: Office of Procurement P.O. Box 1437 Slot W345 Little Rock, AR 72203-1437
Commercial Carrier (UPS, FedEx or USPS Exp):	Arkansas Department of Human Services Attn: Office of Procurement 112 West 8 th Street, Slot W345 Little Rock, AR 72201
	Delivery providers, USPS, UPS, and FedEx deliver mail to OP's street address on a schedule determined by each individual provider. These providers will deliver to OP based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	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:	Tamara DeBord	Buyer's Direct Phone Number:	501-683-5969
Email Address:	DHS.OP.Solicitations@dhs.arkansas.gov	DHS's Main Number:	501-682-1001
DHS Website:	https://humanservices.arkansas.gov/do-business-with-dhs		
OSP Website:	http://www.arkansas.gov/dfa/procurement/bids/index.php		

SECTION 1 - GENERAL INSTRUCTIONS AND INFORMATION

1.1 PURPOSE

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

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 contractors (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 parties, 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. Questions regarding this IFB should be made through the State's buyer as shown on page one (1) of this document. 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 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.

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

- Additional terms or conditions submitted intentionally or inadvertently.
- 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:

- EO 98-04 Disclosure Form (Attachment A)
- Copy of Vendor's *Equal Opportunity Policy* (see Section 1.20 EQUAL EMPLOYMENT OPPORTUNITY POLICY)
- Signed addenda to this IFB, if applicable (see Section 1.17 REQUIREMENT OF ADDENDUM)
- Combined Certifications Form (Attachment H) (see Section 1.21 COMBINED CERTIFICATIONS)

- Documentation that vendor meets the minimum qualifications outlined in this IFB (see Section 2.3 MINIMUM QUALIFICATIONS)

Submit one (1) hard copy and (1) electronic copy of the *Bid Response Packet*, excluding the *Official Bid Price Sheet*, preferably on a flash drive as a single PDF document. DO NOT include any other documents or ancillary information, such as a cover letter, promotional, or marketing information.

B. *Official Bid Price Sheet* (see Section 1.11 PRICING)

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.

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 signifies agreement to and compliance with all requirements within the designated section.

1.10 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.

1.11 PRICING

- A. Vendor **must** include all pricing on the *Official Bid Price Sheet* only. Any cost not identified by the selected vendor but subsequently incurred in order to achieve successful operation **shall** be borne by 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 bid 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.

1.12 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.

1.13 INDEPENDENT PRICE DETERMINATION

By submission of this bid, 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:

- The prices in the bid have been arrived at independently, without collusion.
- No prior information concerning these prices has been received from, or given to, a competitive company.

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.

1.14 PROPRIETARY INFORMATION

- A. Documents submitted pertaining to this IFB become property of the State and are subject to the Arkansas Freedom of Information Act (FOIA) (see Ark. Code Ann. § 25-19-101, et seq.). In accordance with FOIA, all public records **shall** be open to inspection unless specifically exempted from disclosure. In the interest of

promoting maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA.

- B. Bidders may designate appropriate portions of their response as confidential, consistent with and to the extent permitted under the FOIA and any other applicable law, by submitting a redacted copy of the *Bid Response Packet*. By redacting any information contained in the *Bid Response Packet*, Bidder 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 are exempt from disclosure pursuant to Ark. Code Ann. § 25-19-105(b). Evidence demonstrating that Bidder meets the minimum qualifications of this IFB **must** be minimally redacted. For each redaction, Bidder **must** provide a detailed justification as to how disclosure of the redacted information would give advantage to competitors or bidders. As custodian of the records, the State has the legal authority to review redactions to determine whether each are specifically and sufficiently justified to retain prior to release. **Under no circumstances will pricing information be designated as confidential.**
- C. One (1) complete electronic 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*. 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. Bidder is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- D. The redacted copy will be open to public inspection under FOIA without further notice to Bidder. If a redacted copy is not provided with the *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. If the State deems redacted information to be subject to FOIA, Bidder will be contacted prior to release of the documents. The State has no liability to Bidder with respect to the disclosure of confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

1.15 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 be in compliance with Arkansas law and meet or exceed all defined specifications, terms, and conditions as set forth in this IFB. Vendor **must** provide clarification of any information in its response documents as requested by OP.
- D. Vendors may submit multiple bids.

1.16 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*. 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>

1.17 AWARD PROCESS

A. Vendor Selection

Award will be made to the lowest responsible, responsive bidder based on unit price per line item. 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.

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 responsible, responsive bidder. The negotiation process may be repeated until the lowest responsible, 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. Pursuant to Ark. Code Ann. § 19-11-265, any material changes to the resulting contract are subject to review by the Legislative Council.

1.18 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*.

1.19 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 in the *Bid Response Packet*. The submission of an EO Policy to 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.

1.20 COMBINED CERTIFICATIONS

Contractor **must** submit the signed *Attachment H: Combined Certifications for Contracting with the State of Arkansas* to certify that Contractor is not a Scrutinized Company and does not currently and shall not for the aggregate term of any resulting contract:

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

1.21 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.

1.22 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.

1.23 PUBLICITY

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

1.24 RESERVATION

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

1.25 SCHEDULE OF EVENTS

Public Notice of IFB	March 21, 2025
Date and Time for Bid Submission	April 4, 2025; 1:00 p.m. CT
Date and Time for Bid Opening	April 4, 2025; 2:00 p.m. CT
Intent to Award Announced, On or About	April 18, 2025
Contract Start (Subject to State Approval)	July 1, 2025

1.26 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 DHS County Offices located in the specified Arkansas counties.

County	Address	Phone Number	Square Footage
Searcy	106 School Street Marshall, AR 72650	(870) 801-6132	8,100
Cross	803 Highway 64 East Wynne, AR 72396	(870) 587-5068	8,246
Jackson	1422 Highway 367 N Newport, AR 72112	(870) 201-6249	10,080

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](#), or other required [Arkansas Secretary of State](#) documentation such as non-filing or nonqualifying statements, upon DHS request. Bidder **must** include a copy of all required licensure and certification documents in the *Bid Response Packet* (see Section 1.8 RESPONSE DOCUMENTS).
- B. Contractor **shall** assign a supervisor to inspect the building at least once a week to ensure compliance with contract requirements. Contractor **must** provide the name, address, and telephone number of the supervisor in the space provided on page 5 of the *Bid Response Packet*.
- C. Prospective Contractor(s) **must** participate in a mandatory site visit for each building bid on 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 (phone numbers listed in Section 2.1) prior to any walkthrough and bidder **must** be accompanied by the County Administrator or their designee during the walkthrough. Prospective Contractor must provide with bid submission the signed and completed Attachment B - 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 F - Client History Form with bid submission.

2.4 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.
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. Contractor **shall** receive written approval from the County Administrator prior to making any changes to the schedule or janitorial services provided.

D. Staffing

1. Contractor **shall** provide all staff and labor required to fulfill contract requirements. 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. 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 and emptied.
 - h. Sanitize: All areas **must** be sanitized 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 require 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 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 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 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 and 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.

2.5 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. 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.
- B. 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.
- C. 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.

2.6 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 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 contract termination.
- 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.
- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of 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. 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. The State **shall not** agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- E. 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.
- F. A contract **shall not** be effective prior to award being made by a State Procurement Official.
- G. 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 Attachment C - Performance Based Contracting Standards, Attachment D - DHS Standard Terms and Conditions, Attachment E - Pro Forma Contract, Attachment G - Organizational or Personal Conflict of Interest Policy, and Attachment H - Combined Certifications for Contracting with the State of Arkansas.

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 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 contract price increase 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 employees **shall** be bound to all laws and requirements set forth in this IFB 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 contract cancellation 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 Response Packets* **must** be submitted to OP on or before the deadline for bid opening. The *Bid Response 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.

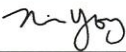
25. **CONTINGENT FEE:** Contractor guarantees that no one has been retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies 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.

BID RESPONSE PACKET
710-25-065

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 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:	YOUNG'S FOR TRANSIT	Date:	04-01-2025
Signature:		Title:	CEO
Printed Name:	NINA YOUNG		

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 who will inspect the building for each location being bid at least once a week to ensure compliance with all contract requirements:

County	Name	Address	Phone Number
Searcy			
Cross	Nina Young	303 Laughrun Dr, Forrest City, AR,72335	870-630-8150
Jackson			

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 F)
- Mandatory Site Visit Verification Form (Attachment B)

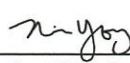
BID SIGNATURE PAGE

Type or Print the following information.

PROSPECTIVE CONTRACTOR'S INFORMATION					
Company:	Young's For Transit				
Address:	303 Laughrun Dr				
City:	Forrest City	State:	AR	Zip Code:	72335
Business Designation:	<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Public Service Corp <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit				
Minority and Women-Owned Designation*:	<input type="checkbox"/> Not Applicable <input type="checkbox"/> American Indian <input type="checkbox"/> Service-Disabled Veteran <input type="checkbox"/> African American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Women-Owned <input type="checkbox"/> Asian American <input type="checkbox"/> Pacific Islander American				
AR Certification #: _____ * See <i>Minority and Women-Owned Business Policy</i>					
PROSPECTIVE CONTRACTOR CONTACT INFORMATION					
Provide contact information to be used for bid solicitation related matters.					
Contact Person:	NINA YOUNG	Title:	CEO		
Phone:	870-270-9238	Alternate Phone:	870-630-8150		
Email:	nina.young@youngs4transit.com				
CONFIRMATION OF REDACTED COPY					
<input type="checkbox"/> YES, a redacted copy of submission documents is enclosed. <input checked="" type="checkbox"/> NO, a redacted copy of submission documents is <u>not</u> enclosed. I understand a full copy of non-redacted submission documents will be released if requested. <i>Note: If a redacted copy of the submission documents is not provided in the Bid 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 <i>Bid Response Packet</i> , 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: <u></u> Printed/Typed Name: <u>NINA YOUNG</u>	Title: <u>CEO</u> Date: <u>04-01-2025</u>
---	--

Contract Number _____
Attachment Number _____
Action 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

TAXPAYER ID NAME: Young's For Transit

IS THIS FOR:

Goods? ☐ Services? ☒ Both? ☒

YOUR LAST NAME: Young

FIRST NAME: Nina

M.I.: _____

ADDRESS: 303 Laughrun Dr

CITY: Forrest City

STATE: AR

ZIP CODE: 72335

COUNTRY: USA

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

FOR INDIVIDUALS *

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

Position Held	Mark (✓)		Name of Position of Job Held [senator, representative, name of board/ commission, data entry, etc.]	For How Long?		What is the person(s) name and how are they related to you? [i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]	Person's Name(s)	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  Title **CEO** Date **04-01-2025**
Vendor Contact Person **NINA YOUNG** Title **CEO** Phone No. **870-630-8150**

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

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 Invitation for Bid 710-25-065 for Janitorial Services.

PROSPECTIVE CONTRACTOR'S REPRESENTATIVE INFORMATION	
Company Name:	Youngs For Transit
Representative's Printed Name:	Mina Young
Signature:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – SEARCY CO.	
Printed Name:	
Signature:	
Date of Site Visit:	
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – CROSS CO.	
Printed Name:	Jennifer Wyatt
Signature:	Jennifer Wyatt
Date of Site Visit:	3/26/25
COUNTY ADMINISTRATOR or DESIGNEE INFORMATION – JACKSON CO.	
Printed Name:	
Signature:	
Date of Site Visit:	

Site Visit Verification

Bid No. 710-25-065

ATTACHMENT B - 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*.

ARKANSAS DEPARTMENT OF HUMAN SERVICES
PERFORMANCE BASED CONTRACTING

Pursuant to Ark. Code Ann. § 19-11-267 et seq., the selected contractor shall comply with performance-based standards. Following are the performance-based standards that will be a part of the contract and which with contractor must comply for acceptable performance to occur under the contract.

- I. Contractor must comply with all statutes, regulations, codes, ordinances, licensure, and certification requirements applicable to contractor, contractor's agents, employees, and the contract subject matter. Failure to comply shall be deemed unacceptable performance.
- II. Except as otherwise required by law, contractor agrees to indemnify and hold harmless the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of contractor's performance or lack of performance.
- III. During the contract term, the Division/Office will complete sufficient performance evaluations to determine if contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.
- IV. 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.
- V. The contract program deliverables and performance indicators to be performed by contractor are:

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>Facility and Staff</p> <p>Contractor shall provide all staff and labor required to ensure janitorial services are met to fulfill contract requirements.</p> <p>Contractor must notify the County Administrator immediately (within twenty-four (24) hours at the latest) of any updates or anticipated delays that will affect the service requirement.</p> <p>Contractor's staff must take reasonable precautions to prevent anyone (except emergency responders) from entering the service location after 4:30 p.m. CT on business days for any reason.</p> <p>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. Report all emergencies in progress directly to 911.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> • Contractor's staff adhere to established safety and security protocols • No unauthorized use of State Property • No smoking except in designated smoking area(s) • No visitors or children in the facility while providing janitorial services • No weaponry, including firearms in the facility 	<p>1st Incident (not applicable to weaponry and firearms): An acceptable Corrective Action Plan (CAP) shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident (not applicable to weaponry and firearms): Contractor shall reimburse the State for the monetary value of any unauthorized use.</p> <p>2nd Incident (applicable to all other violations): A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard Vendor Performance Report (VPR) in the vendor file, and contract termination.</p>
<p>Supplies</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> • Contractor will provide all equipment, cleaning supplies, and tools 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<ul style="list-style-type: none"> Contractor will use cleaning products with little or no odor, fumes, fragrance, or perfumes 	<p>calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Schedule</p> <p>Services are provided five days per week (Monday, Tuesday, Wednesday, and Thursday) after normal business hours and either Friday, Saturday, or Sunday.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> Respond to emergencies within two (2) hours of request. Receive written approval from County Administrator prior to making any changes to the schedule or janitorial services provided. 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Cleaning Requirements</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> Provide all daily, weekly, monthly, quarterly, semi- 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<p>annual, and annual janitorial services as specified or requested by DHS.</p>	<p>requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
Quality Requirements	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p> <ul style="list-style-type: none"> Contractor shall provide quality service to the satisfaction of DHS. 	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: A five percent (5%) penalty will be assessed in the following months' payment to Vendor for each thirty (30) day period Vendor is not compliant with all contract requirements. The five percent (5%) penalty will be calculated from the total months' payment in which the deficiency took place.</p> <p>DHS reserves the right to impose additional penalties including without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Loss, Damage, and/or Destruction of Property</p> <p>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.</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>1st Incident: An acceptable CAP shall be due to DHS within ten (10) business days of the request.</p> <p>2nd Incident: Contractor will reimburse DHS within seven (7) business days for all loss, damage, and/or destruction to State property.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
	<ul style="list-style-type: none"> • Repair, correct, replace, or bring to the same condition prior to cleaning all damage resulting from misused products or from the use of products not recommended for locations being serviced. • Take reasonable measures and precautions to prevent unauthorized use, pilferage, or removal of items from State property. 	<p>Contractor will reimburse DHS for the monetary value, as determined by DHS' phone bills or other documented evidence of unauthorized use, pilferage, or removal of items belonging to the State, common areas, and/or tenant's offices.</p> <p>DHS reserves the right to impose additional penalties including, without limitation, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>
<p>Mandated Reporting Pursuant to Ark. Code Ann. §§ 12-18-402 (b)(10) and 12-12-1708(a)(1)(AA), Contractor and all its employees, agents, and all Subcontractors and Subcontractor's employees and agents shall immediately make a report to the Child Abuse Hotline or the Adult Maltreatment Hotline (based on type of maltreatment) if Contractor or its employees, agents, or Subcontractors' employees and agents, while performing duties under this contract, have reasonable cause to suspect that:</p> <ol style="list-style-type: none"> A child has been subjected to child maltreatment; A child died as a result of child maltreatment; A child died suddenly and unexpectedly; or Observe a child being subjected to conditions or circumstances that would reasonably result in child maltreatment. <p>or</p> <ol style="list-style-type: none"> An endangered person or an impaired person has been subjected to conditions or circumstances that constitute adult maltreatment or long-term care facility resident maltreatment. <p>A privilege or contract shall not prevent a</p>	<p>Acceptable performance is defined as one hundred percent (100%) compliance with all service criteria and standards for acceptable performance throughout the contract term as determined by DHS.</p>	<p>For each failure to report, DHS may impose:</p> <ol style="list-style-type: none"> 1. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total months' payment in which the deficiency took place; or 2. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>person from reporting maltreatment when he or she is a mandated reporter and required to report under this section.</p> <p>An employer or supervisor of a mandated reporter shall not prohibit an employee or a volunteer from directly reporting maltreatment to the Hotline.</p> <p>An employer or supervisor of a mandated reporter shall not require an employee or a volunteer to obtain permission or notify any person, including an employee or a supervisor, before reporting maltreatment to the Hotline.</p> <p>Pursuant to Act 531 of 2019, Ark. Code Ann. §§ 12-18-402(b)(10) and 12-12-1708(a)(1)(AA), Contractor and its employees, agents, and all Subcontractors and Subcontractor's employees and agents are mandated reporters.</p>		<p>file, and contract termination.</p>
<p>Conflict of Interest Mitigation Vendor shall comply with the terms of the DHS Organizational or Personal Conflict of Interest provisions. Vendor shall disclose all actual, apparent, or potential conflicts of interest to DHS within five (5) days of having knowledge of them. Vendor shall develop a mitigation plan which must be approved and accepted by DHS. Any changes to the approved mitigation plan must be approved in advance by DHS.</p>	<p>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>Vendor will be fined one thousand dollars (\$1,000) per day for each day past five (5) for each actual, apparent, or potential conflict of interest it fails to disclose.</p> <p>Vendor shall be fined ten thousand dollars (\$10,000) for the first failure to comply with the mitigation plan approved by DHS. Each subsequent violation of the mitigation plan shall be twice the amount of the immediately preceding violation fine.</p>
<p>Transition Planning Ninety (90) days prior to the contract end date, Vendor shall submit to DHS a detailed plan for transitioning all contracted services to DHS, or to another vendor selected by DHS.</p> <p>The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to DHS thirty (30) days prior to the contract end date. All proprietary</p>	<p>Vendor must maintain one hundred percent (100%) compliance with this item at all times throughout the term of the contract.</p>	<p>If Vendor fails to meet the acceptable performance standard, DHS may issue a below standard VPR maintained in the vendor file. Final payment may be withheld from vendor until all elements of the transition are satisfied as determined by DHS.</p>

Service Criteria ⁱ	Acceptable Performance	Damages for Insufficient Performance ⁱⁱ
<p>data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to DHS no more than fifteen (15) days following the contract end date.</p>		
<p>Arkansas Freedom of Information Act (FOIA) (Ark. Code Ann. §25-19-101 et seq.):</p> <p>Contractor shall cooperate with DHS requests for information and documents that DHS requires to fulfil a FOIA request.</p> <p>Contractor shall timely provide all documents in its possession or control to DHS that match the request made by DHS.</p> <p>Contractor is subject to Arkansas FOIA law pursuant to Ark. Code Ann. § 25-19-103(7)(A).</p> <p>Contractor shall timely and accurately respond to FOIA requests made directly to Contractor. See Ark. Code Ann. § 25-19-101 et seq. for specific requirements. For all FOIA requests received, Contractor shall also notify DHS of the request at DHS.FOIA@arkansas.gov.</p>	<p>Contractor shall respond to FOIA requests timely and accurately one hundred percent (100%) of the time.</p> <p>Contractor shall provide information and documents to DHS upon request in the timeframe specified in the request one hundred percent (100%) of the time. DHS shall have sole determination as to the sufficiency of Contractor's response and provision of documents.</p>	<p>For each failure to meet the performance standard, DHS may impose:</p> <ul style="list-style-type: none"> a. A ten percent (10%) penalty, assessed in the following months' payment for each failure to report. The penalty will be calculated from the total payment for the identified month in which the deficiency took place; or b. A one percent (1%) penalty, assessed in the next payment for each failure to report. The penalty will be calculated from the projected total yearly contract amount, as determined by DHS. <p>DHS may elect to calculate penalties/damages differently per occurrence.</p> <p>Contractor shall be responsible for any penalties, fees, and costs imposed on DHS associated with Vendor's failure to timely and accurately provide the requested information and documents.</p> <p>DHS reserves the right to impose additional penalties including without limitation, requiring a CAP, withholding payment on future invoices until Vendor is compliant, maintaining a below standard VPR in the vendor file, and contract termination.</p>

Failure to meet the minimum Performance Standards as specified **may** result in the assessment of damages.

In the event a Performance Standard is not met, vendor will have the opportunity to defend or respond to, or cure to the satisfaction of the State, the insufficiency. The State **may** waive damages if it determines there were extenuating factors beyond the control of vendor that hindered the performance of services if it is in the best interest of the State. In these instances, the State **shall** have final determination of the performance acceptability.

Should any compensation be owed to the agency due to the assessment of damages, vendor **shall** follow the direction of the agency regarding the required compensation process.

ⁱ Nothing in this table is intended to set forth all obligations of the Contractor under the contract. These obligations are in addition to any others imposed by the contract and applicable law.

ⁱⁱ The damages set forth are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.

ATTACHMENT D

Except upon the approval of DHS, the terms and conditions set out in this section are non-negotiable items and will be transferred to the contract as written. DHS has determined that any attempt by any vendor to reserve the right to alter or amend the terms and conditions via negotiation, without the approval of DHS, is an exception to the terms and conditions that will result in rejection of the proposal. Vendor acknowledges acceptance and agreement to the terms and conditions set out in this section, or to alternate terms and conditions upon approval of DHS through submission of respondent's proposal.

PROFESSIONAL SERVICES CONTRACT GENERAL TERMS AND CONDITIONS FOR NON-STATE AGENCY

In consideration of the premises and the mutual agreements hereinafter set forth, the Contractor and the Department of Human Services ("the Department") agree as follows:

Legal Considerations

The contract shall be construed according to the laws of the State of Arkansas, and the rights and remedies of the parties hereunder shall be determined in accordance with Arkansas law. Nothing in this contract may be construed as a waiver of the Department's sovereign immunity.

In no event shall the initial term of this contract extend beyond the end of the current biennial period unless the General Assembly, prior to the expiration of the biennial period, makes an appropriation for such purpose.

Financial Terms of the Contract

All services rendered under this contract must be billed as set out herein. No services may be billed to a Medicaid Provider or to any other contract. Payments will be made after services are provided based on the following financial terms:

Funding Source	Reimbursement Method *	Payment Limitations **	Match Requirements***	
			Maximum Amount of Match Required OR Percentage of Allowable Billing Required	Type(s) of Match (Select from listing below)

*Reimbursement Method: (Select from the following) Actual Cost Reimbursement; Final Negotiated Rate; Fixed Rate; Scheduled Reimbursement **Payment Limitations: (Select from the following) Quarterly Cumulative; Monthly Cumulative; None ***Matching Requirements: The Contractor certifies the funds, property, goods, or services listed in this section will be used to meet the match requirements of this agreement. If there are no matching requirements for a funding source, enter "None" in the corresponding box above.

Type(s) of Match: The matching requirement may be satisfied by any one or a combination of the following methods unless specific funding source restrictions apply:

Cash Match: Cash will be obtained by the Contractor and will be applied against allowable costs covered by this agreement.

Donation of Property: Title to or the use of property or equipment has been donated by a public agency for the program(s) covered by this agreement. If title to property is donated, match value is the fair market value of the property. If the use of the property or equipment is donated, match value is the fair rental value as determined by applicable Department policy will be used as matching of the payments.

Third Party In-Kind Contributions. Property, goods, or services have been donated by a nonfederal agency for the programs(s) covered by this agreement without charge to the contractor. The Code of Federal Regulations, Title 45, Part 74, Subpart G shall be used to establish the basis of valuation.

Funds Transfer: Match funds will be submitted by a third party to the Department of Human Services by check or money order under the terms of this agreement. Matching funds are to be received by the Department in an amount sufficient to match billing before the contractor will be reimbursed for services.

The Contractor certifies that any funds to be donated under this agreement which are derived or come directly or indirectly from Federal or State funds, or any other contractor under contract to the Department, have been specifically listed as a source above.

The Contractor certifies that the matching arrangements comply with requirements established in the Code of Federal Regulations, Title 45, Part 74, Subpart G (Cost Sharing or Matching) and all applicable Department policy.

Terms of Payment/Billing

The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.

Termination of Contract

The Department may cancel this contract unilaterally at any time, for any reason including convenience, unavailability of federal funds, state funds or both by giving the other party thirty (30) calendar days written notice and delivering notice of cancellation either in person or by certified mail, return receipt requested, restricted delivery. Availability of funds will be determined at the sole discretion of the Department.

Payments for completed services or deliverables satisfactorily delivered to and approved by the Department shall be at the contract price. Payment for partially completed services or deliverables satisfactorily delivered to and not yet approved by the Department shall be at a price mutually agreed upon by the Contractor and the Department. In addition to any other law, rule or provision which may authorize complete or partial contract termination, the Department may immediately terminate this contract in whole or in part when the Department determines that the Contractor or subcontractor has failed to satisfactorily perform its contractual duties and responsibilities.

Procedure on Expiration or Termination

Upon delivery by certified mail to the Contractor of a Notice of Termination specifying the nature of the termination and the date upon which such termination becomes effective, the Contractor shall:

- ☐ Stop work under the contract on the date and to the extent specified in the Notice of Termination,
- ☐ Place no further orders or enter in any additional subcontracts for services,
- ☐ Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination,
- ☐ Assign to the Department in the manner and to the extent directed by the Department representative all of the right, title and interest of the Contractor in the orders or subcontracts so terminated. The Department shall have the right, in its discretion, to settle or pay any and all claims arising out of the termination of such orders and subcontracts,

- ☐ With the approval or ratification of the Department representative, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable, in whole or part, in accordance with the provisions of this Contract.
- ☐ Transfer title to the Department and deliver in the manner, at the time, and extent directed by the Department representative, all files, data, information, manuals, or other documentation, or property, in any form whatsoever, that relate to the work terminated by the Notice of Termination.
- ☐ Complete the performance of such part of the work as shall not have been terminated by the Notice of Termination.
- ☐ Take such action as may be necessary, or as the Department representative may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which the Department has or may acquire an interest.

The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the amount of any item or reimbursable price under this clause.

Termination Claims

After receipt of a Notice of Termination, the Contractor shall submit to the Department all outstanding claims within ten (10) working days. The Contractor and the Department may agree upon the amounts to be paid to the Contractor by reason of the total or partial termination of work as described in this section.

In the event of the failure of the Contractor and the Department to agree in whole or in part as to the amount with respect to costs to be paid to the Contractor in connection with the total or partial termination of work as described in this section, the Department shall determine, on the basis of information available, the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

Contractor

It is expressly agreed that the Contractor, officers, and employees of the Contractor or Subcontractor in the performance of this contract shall act in an independent capacity and not as officers or employees of the Department. It is further expressly agreed that the Department shall exercise no managerial responsibility over the Contractor nor shall this contract be construed as a partnership or joint venture between the Contractor or any subcontractor and the Department or the State of Arkansas.

The Contractor hereby represents and warrants to the Department that as of the execution date of this Contract:

- ☐ The Contractor has been duly organized and is validly existing and in good standing under the laws of the State of Arkansas, with power, authority, and legal right to enter into this Contract.
- ☐ There are no proceedings or investigations pending or threatened, before any court, regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Contractor or its properties (i) seeking to prevent the consummation of any of the transactions contemplated by this Contract; or (ii) seeking any determination or ruling that might materially and adversely affect the performance by the Contractor of its obligations hereunder, or the validity or enforceability of this Contract.
- ☐ All approvals, authorizations, consents, orders or other actions of any person or of any governmental body or official required to be obtained on or prior to the date hereof in connection with the execution and delivery of this Contract and the performance of the services contemplated by this Contract and the fulfillment of the terms hereof have been obtained.
- ☐ The Contractor and the executive officers of the Contractor have not been the subject of any proceeding under the United States Bankruptcy Code.

Force Majeure

The Contractor will not be liable for delay in performing under the contract if the delay arises out of causes beyond the control and without the fault or negligence of the Contractor.

Disputes

In the event of any dispute concerning any performance by the Department under the contract, the Contractor

shall notify the DHS Division Director in writing of any controversies that arise under or by virtue of the contract between the parties. This includes, without limitation, controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modifications or recession.

The State Procurement Director, the head of a procurement agency, or a designee of either officer is authorized, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the controversy with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director, the head of a procurement agency, or a designee of either officer shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. This decision will be final and conclusive.

Pending final determination of any dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with DHS instructions.

Confidentiality of Information

In connection with this contract, the Contractor will receive certain Confidential Information relating to DHS clients. For purposes of this contract, any information furnished or made available to the Contractor relating to DHS clients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to recipients and providers including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all DHS policies governing privacy and security of Confidential Information, including the contracting division's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-110-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the Information Technology Security Officer within one (1) business day of the breach by notification to the following e-mail address: dhs-it-security@arkansas.gov.

The contractor shall treat all Confidential Information which is obtained by it through its performance under the contract as Confidential Information as required by state and federal law and shall not use any information so obtained in any manner except as necessary for the proper discharge of its obligations. The parties acknowledge that the disclosure of Confidential Information in contravention of the provisions hereof would damage the party to whom the information disclosed relates and such party has the right to seek all remedies at law or equity to minimize such damage and to obtain compensation therefore. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.

Public Disclosure

Upon signing of the contract by all parties, terms of the contract shall become available to the public, pursuant to the provisions of Ark. Code Ann., § 25-19-101 et seq.

Inspection of Work Performed

The State of Arkansas and its authorized representatives shall, at all reasonable times, have the right to enter the Contractor's work areas to inspect, monitor, or otherwise evaluate the quality, appropriateness, and timeliness of work, services, or both, that have been or are being performed.

Subcontracts

The Contractor is fully responsible for all work performed under the contract. The Contractor may, with the prior written consent of the Department, enter into written subcontract(s) for performance of certain of its functions under the contract. No subcontract under this contract shall in any way relieve the Contractor of any responsibility for performance of its duties. The Contractor agrees that all subcontracts shall adhere to Department policies.

The Contractor shall give the Department immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the Contractor or any subcontractor which may result in litigation related in any way to the contract or the Department.

In accordance with Executive Order 98-04, IF the agreement between the contractor and the subcontractor is greater than \$25,000.00: ○ The contractor shall require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. This form must be signed no later than 10 days after entering into any agreement with a subcontractor and the contractor shall transmit a copy of this form to the agency.

- The contractor shall include the following in the contract between the Contractor and that 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 the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

Audit Requirement:

Contractor shall comply with the Department audit requirements as outlined in "Arkansas Department of Human Services Audit Guidelines". Copies may be obtained from:

Arkansas Department of Human Services
Office of Policy & Legal Services Audit Section
P.O. Box 1437 – Slot S270
Little Rock, Arkansas 72203-1437

Indemnification

The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of:

- Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract;
- Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract;
- Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes;
- Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws.
- The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.

Assignments

The Contractor shall not assign the contract in whole or in part or any payment arising therefrom without the prior written consent of the Department representative.

Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of the contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, any other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

Department Property

Property, including intellectual property, acquired or created by the Contractor as a Contract deliverable, is the property of the Department. The Contractor shall be responsible for the proper custody and care of all Department owned property, including Department owned property used in connection with the performance of this contract and the Contractor agrees to reimburse the Department for its loss or damage due to negligence, theft, vandalism, or Acts of God.

Use and Ownership of Software

The Contractor will have access to all applications software that the Department requires the Contractor to use in the performance of the services covered in the contract, subject to customary confidentiality and other license terms and conditions. No changes in the applications software may be made without the written consent of the Contract Administrator if the change would have the effect of causing the Department to incur additional costs for either hardware or software upgrades or both.

Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.

If the Contractor has paid or will pay for lobbying using funds other than federal appropriated funds, Standard Form-LLL (Disclosure of Lobbying Activities) shall be completed and included as an attachment to this contract.

Certification Regarding Debarment

The Contractor, as a lower tier recipient of \$25,000.00 or more in federal funds, will comply with

Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions). By signing and submitting this lower tier proposal, the prospective lower tier participant, as defined in 45 C.F.R. Part 76, certifies to the best of knowledge and belief that it and its principals:

- ☐ are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal or state agency
- ☐ where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal.

The prospective lower tier participant further agrees by submitting this proposal that it will include this clause entitled *Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions* without modification in all lower tier covered transactions.

Contractor certifies that the Contractor is in compliance with Public Law 101-121 (Certification Regarding Lobbying) and Executive Order 12549 (Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions):

Certification Regarding Employment Practices

Neither the Contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. The Contractor must take affirmative action to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, sex, national origin, age (except as provided by law), marital status, political affiliation, or disability. Such action shall include, but not be limited to, the following:

- ☐ Employment;
 - ☐ Promotion;
 - ☐ Demotion or transfer;
 - ☐ Recruitment or recruitment advertising;
 - ☐ Layoff or termination;
 - ☐ Rates of pay or other forms of compensation; and ☐
- Selection for training, including apprenticeship.

Contractor certifies that neither the contractor nor its subcontractors shall discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age (except as provided by law) or disability. Contractor must insure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age (except as provided by law) or disability. Such action shall include, but not be limited to, employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeships.

This Contract may not be modified, amended, or in any way altered except by a written agreement duly executed by the parties and approved in accordance with the laws and established procedures of the State of Arkansas.

Survival of Rights and Obligations

The right and obligations of the Parties under this Contract shall survive and continue after the ending or expiration of the term of this Contract, and shall bind the parties, and their legal representatives, successors, heirs and assigns.

Notices

All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed by first class mail, postage prepaid, to:

(address)

Attention:

(Name of contractor contact person or such other name or address as may hereafter be furnished to Department in writing by the Contractor)

Notices to the Department should be mailed to:

DHS Office of Procurement

Attention: Sarah Cunningham, CPO
618 N Main St
Little Rock, AR 72203-1437

Severability of Provisions

If any one or more of the covenants, agreements, provisions or terms of this Contract shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions or terms of this Contract and shall in no way affect the validity or enforceability of the other provisions of this Contract.

Certification Regarding Lobbying:

The Contractor will comply with public law 101-121, section 319 (section 1352 of Title 31 U.S.C.) for an award in excess of \$100,000.00 by certifying that appropriated federal funds have not been or will not be used to pay any person to influence or attempt to influence a federal official/employee in connection with the awarding of any federal contract, grant, loan or cooperative agreement.

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 Act 308 of 2013, if equivalent access is not reasonably available, and 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.

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.

Employee Background Requirements

Contractor shall comply with Arkansas Code Annotated (A.C.A.) §21-15-101 *et seq.*, or any amendments thereto, which requires all employees of state agencies, in designated positions including those providing care, supervision, treatment or any other services to the elderly, mentally ill or developmentally disabled persons, to individuals with mental illnesses or to children who reside in any state-operated facility or a position in which the applicant or employee will have direct contact with a child, to have a criminal history check and a central registry check. Should an

applicant or employee be found to have been convicted of a crime listed in A.C.A. §21-15-101 *et seq.*, that employee shall be prohibited from providing services in a designated position as defined by Arkansas law or being present at the facility. Should an applicant or employee be found to have been named as an offender or perpetrator in a true, substantiated, or founded report from the Child Maltreatment Central Registry, the Adult Abuse Central Registry, or the Certified Nursing Assistant/ Employment Clearance Registry, the applicant/ employee shall be immediately disqualified.

Prohibition Against Contingent Fees

It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

Compliance with Department Policy Issuances

The Contractor agrees to deliver the services authorized by this contract or any attachment in accordance with all policies, manuals and other official issuances of the State of Arkansas and Department promulgated through the Administrative Procedures Act.

Relinquishment

The failure of the Department to insist upon the performance of any of the conditions in any one or more instances shall not be construed as a waiver or relinquishment of the future benefit of said condition.

Entire Contract

The parties acknowledge that each have read this Contract, understand it and agree to be bound by the terms. The parties further agree that this Contract is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes all prior proposals, representations, arrangements, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof.

attachment, then both parties will deem this contract and any attachment to be automatically amended to comply with the newly enacted statute or regulation as of its effective date.

Accessibility Act 1227 of 1999

TECHNOLOGY ACCESS: When procuring a technology product or when soliciting the development of such a product, the State of Arkansas is required to comply with the provisions of Arkansas Code Annotated § 25.26.201 et seq., as amended by Act 308 of 2013, which expresses the policy of the State to provide individuals who are blind or visually impaired with access to information technology purchased in whole or in part with state funds. The Vendor expressly acknowledges and agrees that state funds may not be expended in connection with the purchase of information technology unless that system meets the statutory requirements found in 36 C.F.R. § 1194.21, as it existed on January 1, 2013 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2013 (web-based intranet and internet information and applications), in accordance with the State of Arkansas technology policy standards relating to accessibility by persons with visual impairments.

ACCORDINGLY, THE VENDOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) or similar documentation to demonstrate compliance with 36 C.F.R. § 1194.21, as it existed on January 1, 2019 (software applications and operating systems) and 36 C.F.R. § 1194.22, as it existed on January 1, 2019 (web-based intranet and internet information and applications) 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:

- ☐ Providing, to the extent required by Arkansas Code Annotated § 25.26.201 et seq., as amended by Act 308 of 2013, equivalent access for effective use by both visual and non . visual means;
- ☐ Presenting information, including prompts used for interactive communications, in formats intended for non.visual use;
- ☐ After being made accessible, integrating into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired;
- ☐ 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;
- ☐ Being compatible with information technology used by other individuals with whom the blind or visually impaired individuals interact;
- ☐ Integrating into networks used to share communications among employees, program participants, and the public; and
- ☐ 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.

If the information technology product or system being offered by the Vendor does not completely meet these standards, the Vendor must provide an explanation within the Voluntary Product Accessibility Template (VPAT) detailing the deviation from these standards. State agencies cannot claim a product as a whole is not commercially available because no product in the marketplace meets all the standards. If products are commercially available that meets some but not all of the standards, the agency must procure the product that best meets the standards or provide written documentation supporting selection of a different product.

Contract Variations

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

Attorney's Fees

In the event that either party to this Contract deems it necessary to take legal action to enforce any provision of the contract, and the Department prevails, the Contractor agrees to pay all expenses of such action, including attorney's fees and costs at all stages of litigation as set by the court or hearing officer. Legal action shall include administrative proceedings.

Liability

In the event of non-performance of a contractual obligation by the Contractor or his agents which results in the determination by Federal authorities of noncompliance with Federal regulations and standards, the Contractor will be liable to the Department in full for all penalties, sanctions and disallowances assessed against the Department.

Records Retention

The Contractor agrees to retain all records for five (5) years after final payment is made under this Contract or any related subcontract. In the event any audit, litigation or other action involving these records is initiated before the end of the five (5) year period, the Contractor agrees to retain these records until all issues arising out of the action are resolved or until the end of the five (5) year period, whichever is later. The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.

Access to Contractor's Records

The Contractor will grant access to its records upon request by state or federal government entities or any of their duly authorized representatives. Access will be given to any books, documents, papers or records of the Contractor which are related to any services performed under the contract. The Contractor additionally consents that all subcontracts will contain adequate language to allow the same guaranteed access to the records of subcontractors.

Ownership of Documentation

All documents and deliverables prepared by the Contractor and accepted by the Department shall become the property of the Department and shall not be used for any other purpose by the Contractor without the Department's specific written consent.

Disclosure

The failure of any person or entity to disclose as required under any term of Executive Order 9804, or the violation of any rule, regulation or policy promulgated by the State 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 Department under the provisions of existing law.

Set-Off

The parties agree that the Department, in its sole discretion, shall have the right to set-off any money Contractor owes the Department from the Department's payment to Contractor under this contract.

State and Federal Laws

Performance of this contract by both parties must comply with State and federal laws and regulations. If any statute or regulation is enacted which requires a change in this contract or any



Contract #: _____

STATE OF ARKANSAS SERVICES CONTRACT

Contract #		Federal ID #	88-1259715
Service Type	Technical and General Services (TGS)	Procurement Method	Invitation for Bid

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	0710 - Arkansas Department of Human Services
Division	Not Applicable

Contractor Name	Young's for Transit		
Contractor Address	303 Laughrun Dr, Forrest City, AR 72335		
Contractor Number	100257078	Minority/Women Owned Business	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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.

The contractor will provide janitorial cleaning services five (5) days per week after regular business hours at the Cross County DHS office using environmentally friendly cleaning products. Services will include general cleaning, restrooms, trash removal, floor care, dusting, and meeting all DHS janitorial standards.

3. **Term Dates.** The original term (**Original Term**) of the Contract shall commence on 07/01/2025, and shall continue until 06/30/2026, 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 06/30/2032 (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:

The contractor will perform all cleaning duties required in the scope of work as outlined in the DHS janitorial solicitation, including daily cleaning, supply restocking (if needed), floor care, and waste management. The contractor will comply with performance standards and safety requirements.

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:

The Department shall pay the Contractor a fixed monthly rate of \$2,803.64 for janitorial services rendered at the Cross County DHS facility. The maximum amount for the Original Term is \$33,643.68.

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: \$33,643.68 (**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: \$235,505.76 (**Total Projected Contract Amount**).

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 710-25-065 (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. Attachment H Combined Certifications
 - B. Attachment F Client History Form
 - C. Bid Price Sheet (Cross County Only)

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

_____	_____
Name	Title
_____	_____
Telephone #	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 #: _____ 0

Name

Title

Telephone#

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

DEPARTMENT AUTHORIZED SIGNATURE

Nina Young

Printed Name

Printed Name

CEO

Title

Title

303 Laughrun Dr

Address

Address



Signature

Signature

04-01-2025

Date

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, Nina Young 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.")

NONE

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."

NONE

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
NINA YOUNG	303 Laughrun Dr Forrest City, AR 72335	OWNER

CERTIFICATION OF CONTRACTOR CONT'D

E. The State has no managerial responsibilities over the Contractor or Contractor's employees. In carrying out this contract, Contractor understands and represents that there is no employment relationship between the contracting parties.

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 in compliance with the certification requirements listed above that are relevant to this contract and will remain so for the aggregate term of any resultant contract.

Attachment #2 Calculation of Compensation**Calculation of Compensation** (for Professional & Consulting Service Contracts Only):

- A. In the table below, provide the various levels of expertise, the number of personnel for each level, the compensation rate, and total for each level, as applicable.

Level of Personnel	Number	Compensation Rate	Total for Level
TOTAL COMPENSATION EXCLUSIVE OF EXPENSE REIMBURSEMENT(S)			0

- B. In the table below, provide any allowable reimbursable expenses, estimated rates, and a total for each level.

Reimbursable Expense Items (Specify)	Estimated Rate of Reimbursement	Total
TOTAL REIMBURSABLE EXPENSES		0

Total compensation inclusive of expenses reimbursement: _____ 0

Annual Contract Amount: _____

Calculation of Services and Commodities (for Technical & General Service Contracts Only):

- A. In the table below, as applicable, provide the various services to be rendered, the quantity, cost per item, and total cost.

Services	Quantity	Cost Per Item	Total Cost
Janitorial Services Cross County D	12 Months	\$2,803.64	\$33,643.68
TOTAL SERVICES			\$33,643.68

- B. In the table below, as applicable, provide the various commodities, quantity, cost per item, and total cost

Commodities	Quantity	Cost Per Item	Total Cost
TOTAL COMMODITIES			0

Total services inclusive of commodities: _____ \$33,643.680

Annual Contract Amount: _____ \$33,643.68

Attachment #3 Source of Funds

Source of Funds the Department intends to draw on. This is provided for informational purposes only. It is required under Arkansas Procurement Law and is not a performance obligation of the Department or an unconditional promise to pay from the sources identified.

Fund Source	Identify Source of Funds*	Fund	Fund Center	Amount of Funding	% of Total Contract Cost
	Federal Funds DHS Operating			\$33,643.68	100% %
					%
					%
					%
					%
					%
TOTALS				\$33,643.68	100 %

Identify whether State general revenue funds (GRF), special revenue funds (SRF), federal funds (FED), or other public funds (Other) are the source. Identify each specific source of SRF, such as special taxes or fees, in the "Identify Source of Funds" column. Similarly, if Other public funds, such as tobacco funds, general improvement funds, etc., are being used to pay the Contractor, these should be specified in the "Identify Source of Funds" column.

Attachment F
Client History Form
Janitorial Services
710-25-065

Attachment F

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."

Client: Always Home Caregiving – Wynne
Organization/Agency/Division: Home Health Agency
Address: 415 US-64, Wynne, AR 72396
Phone: (870) 587-1500
Contact Person (optional): Amanda Fuller
Duration of Services: December 2022 – Present
Scope of Work:

Provide after-hours janitorial services five days per week.

Secure cleaning in areas containing sensitive patient health records (HIPAA compliance).

Dust and disinfect file cabinets, desks, common areas, and sanitation stations.

Use of green-certified, low-odor cleaning products per environmental standards.

Perform floor maintenance, restroom sanitization, trash removal, and general surface care.

Report any facility irregularities or urgent issues to client contact.

Ensure confidentiality and safety protocols are followed at all times.

Authorized Signature: _____



Title: _____

CEO

Printed/Typed Name: _____

NINA YOUNG

Date: _____

04-01-2025

Organizational or Personal Conflict of Interest

(a) Definitions.

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

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

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

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

(iv) The Contractor has an unfair competitive advantage.

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

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

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

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

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

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

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

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

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

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

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

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

(C) Impaired objectivity.

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

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

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

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

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

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

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

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

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



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: 710-25-065 Description: Janitorial Services – Cross County DHS

Agency Name: Arkansas Department of Human Services

Vendor Number: 100257078 Vendor Name: Young's for Transit



Vendor Signature

04-01-2015

Date

Experience Statement – Always Home Caregiving (Wynne, AR)

Submitted by: Youngs for Transit

Client: Always Home Caregiving – Wynne, AR

Contractor: Youngs for Transit

Contract Contact: Amanda Fuller

Location: 415 US-64, Wynne, AR 72396

Phone: 870-587-1500

Service Start Date: December 2022

Service Frequency: 5 Days per Week (Evenings / After Business Hours)

Overview of Janitorial Services

Since December 2022, Youngs for Transit has provided consistent, professional janitorial services to Always Home Caregiving — a licensed home health agency responsible for maintaining sensitive patient records and high standards of cleanliness for its staff and clients. As the sole cleaning provider, Youngs for Transit ensures all duties are performed discreetly, securely, and in compliance with practices outlined by Arkansas DHS for janitorial performance and security.

Key Responsibilities

Area	Tasks
Administrative Office	Dusting desks, cleaning file cabinets (external only), disinfecting phones, light switches, and doorknobs
Records & Filing Areas	Careful dusting and sweeping/mopping around secure file storage; no access to protected data
Kitchen/Break Area	Sanitizing counters, tables, and sinks using fragrance-free, non-toxic cleaners
Restrooms	Cleaning sinks, toilets, mirrors, and touchpoints; replenishing supplies
Flooring	Vacuuming and mopping with green-certified solutions; slip-resistant finish

Green Cleaning & Compliance

Youngs for Transit uses eco-friendly, low-odor products in all facilities. Our cleaning supplies meet EPA Safer Choice and low-VOC standards, as requested in the original bid solicitation.

Additional Standards Met

- Confidentiality & Privacy: We avoid contact with sensitive documents and secure areas.
- Security: All doors are locked after service; issues are reported within 24 hours.
- Emergency Awareness: Hazards or irregularities are reported immediately to facility contacts.
- Consistency: Cleaning occurs daily (Mon–Fri) after 4:30 PM, in accordance with contract guidelines.
- Communication: We maintain prompt and professional communication with site contacts.

Contract Success

- Zero complaints since start of service.
- 100% attendance and completion rate.
- Trusted with facilities containing HIPAA-sensitive information.
- Fully insured and compliant with state/local janitorial laws.



Arkansas Secretary of State Cole Jester

State Capitol Building ♦ Little Rock, Arkansas 72201-1094 ♦ 501-682-3409

Certificate of Good Standing

I, Cole Jester, Secretary of State of the State of Arkansas, and as such, keeper of the records of domestic and foreign corporations, do hereby certify that the records of this office show

YOUNG'S FOR TRANSIT LLC

authorized to transact business in the State of Arkansas as a Limited Liability Company, filed Articles of Organization in this office May 18, 2022.

Our records reflect that said entity, having complied with all statutory requirements in the State of Arkansas, is qualified to transact business in this State.



In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 28th day of March 2025.

A handwritten signature in cursive script, reading "Cole Jester", written over a horizontal line.

Cole Jester
Secretary of State

Online Certificate Authorization Code: fa3d9ba0e0bb513

To verify the Authorization Code, visit sos.arkansas.gov

EQUAL OPPORTUNITY POLICY

Young's for Transit

Date: 03/28/2025

Policy Statement

Young's for Transit is firmly committed to equal opportunities in all aspects of employment and service. As a provider of commercial services, Young's for Transit recognizes the importance of maintaining a workplace and business environment that reflects professionalism, fairness, and respect for all individuals.

Young's for Transit ensures that all employees, applicants, vendors, and clients are treated equitably, without regard to race, color, religion, sex (including pregnancy, gender identity, or sexual orientation), national origin, age, disability, veteran status, genetic information, or any other characteristic protected by applicable federal, state, or local law.

Scope of Policy

This policy applies to all employment practices, including, but not limited to:

- Recruitment and hiring
- Compensation and benefits
- Promotion and advancement
- Training and development
- Disciplinary action and termination
- Contractual services and business partnerships

Young's for Transit will take affirmative steps to ensure the fair and lawful treatment of all individuals and work to eliminate barriers to equal opportunity in the workplace and all contractual engagements.

Anti-Discrimination and Harassment

Nina Young

Owner & CEO

Young's for Transit

303 Laughrun Dr

Forrest City, AR 72335

Phone: (870) 630-8150

Date: 03/28/2025

OFFICIAL BID PRICE SHEET

710-25-065 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	Janitorial - Searcy County	8,100		
2	Janitorial - Cross County	8,246	\$0.34 per square foot	\$2,803.64
3	Janitorial - Jackson County	10,080		

Number of hours bidder proposes to clean per day:

3 Hours

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: Young's For Transit

Date: 04-01-2025

Signature: 

Title: CEO

Printed Name: NINA YOUNG