



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

INVITATION FOR BID

| | |
|--|---|
| IFB Number: SP-15-0095 | Buyer: Judy Shirley (501) 324-9316 Judy.Shirley@dfa.arkansas.gov |
| Commodity: Janitorial Service | Bid Opening Date: June 2, 2015 |
| Agency: Arkansas Building Authority (ABA) | |
| Date Issued: May 13, 2015 | Bid Opening Time: 2:00:00 p.m. Central Daylight Time |

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

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

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

Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

City: _____

State: _____

Zip Code: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Business Designation
(check one):

Individual []

Sole Proprietorship []

Public Service Corp []

Partnership []

Corporation []

Government/ Nonprofit []

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| | |
|--------------------|------------|
| TYPE OF CONTRACT: | TERM |
| AGENCY P.R. NUMBER | 1000681798 |

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

Check minority type:

African American___ Hispanic American___ American Indian___ Asian American___
Pacific Islander American___ Service Disabled Veteran___

Arkansas Minority Certification Number _____

2. **EQUAL EMPLOYMENT OPPORTUNITY POLICY:** In compliance with Arkansas Code Annotated § 19-11-104, the Office of State Procurement is required to have a copy of the vendor’s Equal Opportunity (EO) Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.
3. **EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to, Arkansas Code Annotated § 19-11-105, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in their contracts with the State. Bidders shall certify online at: <https://www.ark.org/dfa/immigrant/index.php/user/login>
4. **ALTERATION OF ORIGINAL IFB DOCUMENTS:** The original written or electronic language of the IFB documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate a Bidder from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Bidder cannot change the original document’s written or electronic language. If the Bidder wishes to make exception(s) to any of the original language, it must be submitted by the Bidder in separate written or electronic language in a manner that clearly explains the exception(s). If Bidder’s/Vendor’s submittal is discovered to contain alterations/changes to the original written or electronic documents, the Bidder’s response may be declared as "non-responsible" and the response shall not be considered.
5. **REQUIREMENT OF AMENDMENT:** THIS IFB MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Bidders are cautioned to ensure that they have received or obtained, and responded to, any and all amendments to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the bid opening. It is the responsibility of the vendor to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php> for any and all addendums up to that time.
6. **DELIVERY OF RESPONSE DOCUMENTS:** In accordance with the Arkansas Procurement Law and Rules, it is the responsibility of vendors to submit bids at the place, and on or before the date and time, set in the bid solicitation documents. Bid documents received at the Office of State Procurement after the date and time designated for bid opening are considered late bids and shall not be considered. Bid documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which bid the submission is intended.
7. **ADDITIONAL TERMS AND CONDITIONS:** The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bidder’s response. In signing and submitting his bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and

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conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.

- 8. ANTICIPATION TO AWARD:** After complete evaluation of the solicitation, the anticipated award will be posted on the Office of State Procurement website. The purpose of the posting is to establish a specific time in which vendors and agencies are aware of the anticipated award. The bid results will be posted for a period of fourteen (14) days prior to the issuance of any award. Vendors and agencies are cautioned that these are preliminary results only, and not official award will be issued prior to the end of the fourteen-day posting period. Accordingly, any reliance on these preliminary results is at the agency's/vendor's own risk.

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

- 9. PAST PERFORMANCE:** In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E) (i) & (ii): a vendor's past performance with the state may be used in the evaluation of any bid made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the bid opening. Documentation may be in the form of a written or an electronic report, Vendor Performance Report (VPR), memo, file or any other appropriate authenticated notation of performance to the vendor files.
- 10. VISA ACCEPTANCE:** Awarded vendors should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) may not be assessed when accepting the p-card as a form of payment. The successful bidder may receive payment from the State by the p-card in the same manner as other VISA purchases. VISA acceptance is preferred but is not the exclusive method of payment.
- 11. EO-98-04 GOVERNOR'S EXECUTIVE ORDER:** Bidders should complete the Disclosure Forms issued with this bid.
- 12. CURRENCY:** All bid pricing must be United States dollars and cents.
- 13. LANGUAGE:** Bids will only be accepted in the English language.

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Arkansas Building Authority (ABA) to provide Janitorial Service for one (1) building: **900 West Capitol Avenue, Little Rock, Arkansas 72201.**

Vendors are required to furnish service and supplies to clean the location which is a "Leadership In Energy and Environmental Design (LEED) Building Facility". This building functions within the specifications of the Green Seal Certification and US Green Building Council (USGBC). Supplies must meet these specifications for the building to retain its certification. Supplies must meet the specifications contained in Section 2.5 and Attachment "A" for the building to retain its certification.

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding IFB matters should be made through the State's buyer, Judy Shirley at 501-324-9316 or judy.shirley@dfa.arkansas.gov. Vendor's questions will be answered as a courtesy and at vendor's own risk.

1.3 CAUTION TO BIDDERS

1. During the time between the bid opening and contract award, any contact concerning this IFB should be initiated by the issuing office or requesting entity and not the vendor. Specifically, the person(s) named herein will initiate all contact.
2. **Vendors must submit one (1) signed original IFB response on or before the date specified on page one.** Failure to submit the required number of copies with the bid may be cause for rejection. If the Office of State Procurement requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
3. The State Procurement Official reserves the right to award a contract or reject a bid for any or all line items of a bid received as a result of this IFB, if it is in the best interest of the State to do so. Bids will be rejected for one or more reasons not limited to the following:
 - a. Failure of the vendor to submit his bid(s) on or before the deadline established by the issuing office.
 - b. Failure to sign an Official Bid Document.
 - c. Failure to complete the Official Bid Price Sheet(s).
 - d. Any wording by the vendor in their response to this IFB, or in subsequent correspondence, that conflicts with or takes exception to a bid requirement in the IFB.
 - e. Failure of any proposed service to meet or exceed the specifications.

1.4 BID FORMAT

Any statement in this document that contains the word "**will**", "**must**", or "**shall**" means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the bid to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 TYPE OF CONTRACT

The contract **will** be a one (1) year **TERM** contract and **shall** be from July 1, 2015 until June 30, 2016 (barring any unforeseen circumstances), with options to renew in six (6) one (1) year increments or a portion thereof upon mutual agreement. In no event shall the total contract term be more than seven (7) years.

1.6 PAYMENT AND INVOICE PROVISIONS

All invoices **shall** be sent to the: Arkansas Building Authority, Attention: Mark Herring – ABA Contract Analyst, 501 Woodlane, Suite 101N, Little Rock, Arkansas 72201.

DO NOT INVOICE THE STATE OF ARKANSAS, OFFICE OF STATE PROCUREMENT. All invoices shall:

- a. Be itemized actual costs and describe the service of timeframe of delivered service;
- b. State a square footage price;
- c. Show the total amount of the square footage cleaned.
- d. State the purchase order number or contract number SP-15-0095.

The Vendor shall be responsible to ABA and shall submit invoices on a monthly basis. As a general policy, statements shall be forwarded to the ABA Contract Analyst by the 20th of the current month. The monthly invoice for June, due to the fiscal year, shall be hand delivered or faxed to ABA no later than June 15th of each year.

Payment shall be made in accordance with applicable State of Arkansas accounting procedures upon acceptance by the Agency. The State may not be invoiced in advance of delivery and acceptance of any service. Payment shall be made only after the vendor has successfully satisfied the ABA as to the program and/or services purchased. Vendor should invoice ABA by an itemized list of charges as stated in Section 1.6 (a-d).

Selected vendor must be registered to receive payment and future bid notifications. If you are not a registered vendor you may register on-line at <https://www.ark.org/vendor/index.html>

1.7 **RECORD RETENTION**

The Vendor **shall** be required to maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principals of accounting and other procedures specified by the State of Arkansas. Access will be granted upon request, to State or Federal Government entities or any of their duly authorized representatives.

Financial and accounting records **shall** be made available, upon request, to the State of Arkansas' designee(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.

1.8 **PROPRIETARY INFORMATION**

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

1.9 **RESERVATION**

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

1.10 **PRIME VENDOR RESPONSIBILITY**

The selected vendor will be required to assume prime vendor responsibility for the contract and will be the sole point of contact with regard to all commodities, services and support.

Janitorial subcontractors will not be considered for this IFB or any resultant contract that may result from this IFB.

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

1.11 **CONTRACT INFORMATION**

1. The State of Arkansas may not contract with another party:
 - a. Upon default, to pay all sums to become due under a contract.
 - b. To pay damages, legal expenses or other costs and expenses of any party.
 - c. To continue a contract once the equipment has been repossessed.
 - d. To conduct litigation in a place other than Pulaski County, Arkansas
 - e. To agree to any provision of a contract that violates the laws or constitution of the State of Arkansas.

2. A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of deinstallation.
 - iv. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.
 - c. Acknowledge that contracts become effective when awarded by the State Procurement Official.

1.12 CONDITIONS OF CONTRACT

The successful bidder shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of enacted subsequent to the execution of this contract which in any manner affect the completion of the work. The successful bidder shall indemnify and save harmless DFA/ABA 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, or representative of the successful bidder.

1.13 STATE OF LIABILITY

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

1.14 AWARD RESPONSIBILITY

The State Procurement Official shall be responsible for award and administration of any resulting contract.

1.15 PUBLICITY

News release(s) by a vendor pertaining to this IFB or any portion of the project shall not be made without prior written approval of the State Procurement Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor's bid. The State Procurement Official will not initiate any publicity relating to this procurement action before the contract award is completed.

1.16 AWARD CRITERIA

Award shall be made to the lowest responsive, responsible bidder, based on Total Annual Cost for All Services. **See Excel Spreadsheet – "Official Price Sheet, Total Annual Cost for All Services"**.

Successful bidder **must** meet or exceed all defined specifications. Bids **must** meet all terms and conditions of this IFB and the laws of the State of Arkansas.

1.17 DELEGATION AND/OR ASSIGNMENT

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

1.18 COST

All charges **must** be included on the Official Bid Price Sheet and **must** include all associated cost for the service being bid. Bid pricing must be valid for **60 days** following IFB opening to allow sufficient time to tabulate and evaluate bid responses.

NOTE:

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

1.19 PRICE CHANGE CLAUSE

All prices bid will remain firm for the first term of the contract. In the event of an industry wide, federal or state mandated program price increase or an increase in the Federal or State Minimum Wage, the vendor may request a price adjustment at the time of the contract extension request or within 60 days of the wage increase taking effect, provided the vendor submits documentation to support a claim for higher compensation due to higher minimum wage requirements. After receipt of required documentation and in the event a price change is authorized thereafter, said prices will remain firm for any period agreed upon for extension. Under no circumstances will vendor be retroactively compensated for any increased costs covered by this subsection.

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

1.20 SERVICE ADDRESS

Arkansas Building Authority
900 W. Capitol Avenue
Little Rock, Arkansas 72201

The agency request janitorial service to begin on July 1, 2015 (barring any unforeseen circumstances). If this date cannot be met, the bidder must state the number of days required to place the service in the ordering agency's designated location. Failure to state the service time obligates the bidder to begin janitorial service by the agency's requested date. Extended dates may be considered when in the best interest of the state.

_____ARO

"Working days" shall be defined as Monday through Friday of each week exclusive of all official State holidays, unless the legislature is in session on the holiday and the service address is open for business.

Failure to meet specified service requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion.

1.21 REQUIRED DOCUMENTATION

Required documentation, when requested by OSP, must be received by OSP within (72) hours from request.

1.22 CANCELLATION

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

1.23 STATE HOLIDAYS

State offices are normally closed on holidays; however, there are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open on holidays. The vendor should maintain adequate staff on such working days. Additional days other than what is stated below can be proclaimed by the Governor as a holiday through an Executive Proclamation.

If these holidays fall on Saturday, the proceeding Friday will be observed. If these holidays fall on Sunday, the following Monday will be observed. If a holiday falls on a regular duty day, the services shall be rescheduled in the same week to either the day preceding or following the holiday.

| | | |
|-----------------------------|-------------|---|
| New Year's Day | January 1 | |
| Lee/King Birthday | January | Third Monday |
| Washington's Birthday/Bates | February | Third Monday |
| Memorial Day | May | Last Monday |
| Independence Day | July 4 | |
| Labor Day | September | First Monday |
| Veterans Day | November 11 | |
| Thanksgiving Day | November | Fourth Thursday |
| Day after Thanksgiving | November | Fourth Friday by Executive Proclamation |
| Christmas Eve | December 24 | |
| Christmas Day | December 25 | |

SECTION 2 - SPECIFIC REQUIREMENTS

2.1 SCOPE OF WORK:

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for ABA to provide Janitorial Service for one (1) building: 900 W. Capitol, Little Rock, Arkansas 72201. Vendors are encouraged to be as specific as possible in their responses about their services provided and prices.

The square foot price will be used to calculate the cost in the event the building cleaning area should become larger or be reduced. Estimated square footage is: **116,825**. Currently cleanable square footage is: **108,709**. ABA reserves the right to make additions or deletions to square footage based on tenant occupancy, construction requirements or unknown requirements at the time of this IFB.

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

The Vendor shall provide all labor, equipment, and cleaning supplies needed to ensure satisfactory performance of the contract. Cleaning supplies that **must** be provided by the Vendor include, but are not limited to: tissue paper, paper towels (white bleach where available), **liquid soap (Technical Concepts' One-Shot)**, trash can liners (floor trash receptacle liners and wall unit trash receptacles), sanitary napkin receptacle liners, air freshener/dispenser units for restrooms, all sanitizing and cleaning products used by the vendor in performance of this contract, and vacuum cleaners with HEPA filters.

The Vendor is responsible for receiving, handling, storage, and delivery of all materials and equipment needed for the performance of this contract and maintaining the LEED Building at 900 W. Capitol Avenue in accordance with the specifications of the Green Seal Certification and US Green Building Council (USGBC) until this agreement is terminated.

ABA requires the use of certified green cleaning products to help create a healthy work environment for the janitorial staff and its building occupants. ABA specifications requirements are to procure the most environmentally friendly products with equivalent or higher performance at equal or lower cost than traditional products.

For purpose of this IFB, vendors **must** use products that meet the required specifications as shown below. Use of these products will be maintained throughout the term of this Contract.

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

2.2 SITE VISIT - MANDATORY:

A site tour **will** be held at:

Arkansas Building Authority
900 W. Capitol
Little Rock, Arkansas 72201

The agency **will** have one (1) **mandatory** walk through for all those interested in bidding. The walk through will be:

May 21, 2015

10:00:00 a.m.

(Main Entrance)

A sign-in sheet must be signed upon arrival

Late arrivals will not be permitted to join the tour

A limit of two (2) representatives per bidding company will be permitted to attend the walk through.

All bidders are encouraged to review this IFB thoroughly prior to the walk-through. Bidders are encouraged to ask questions during the walk-through to ensure they have a good understanding of the services required within this IFB.

Attached to this IFB is a Site Visit Verification Form which **must** be signed by the Building contact person after the completion of the site inspection. The site verification form **should** be submitted with the bid form to be considered.

Before submitting a bid each Bidder shall carefully read the Invitation for Bid specifications. Bidder shall include the site visitation form signed and dated by ABA personnel. Prior to submitting a bid, each Bidder shall fully inform themselves as to all existing conditions and limitations under which the work is to be performed and shall include in the bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents. No allowances will be made to any Bidder because of lack of examination or knowledge.

2.3 LICENSESURE, BUSINESS

A valid Arkansas business license (which may be acquired through the City or County where service is being provided) is required and a copy should be submitted with the IFB response, or when requested by OSP, prior to awarding.

The vendor is required to maintain a valid Arkansas business license (Per City or County) throughout the life of the contract. A vendor found to have an invalid or delinquent license will have (15) business days to obtain a new or renewed license. Should a business license require additional days from that shown above justification must be submitted by the City or County in which the vendor is licensed. The vendor will be responsible for any cost associated with an invalid or delinquent license.

A Vendor will not be able to provide services to the State of Arkansas under the awarded contract until the business license has been renewed.

The business license name must be as shown on the bid response or awarded contract.

Vendor may receive a VPR stating that "Non-Performance has occurred due to an invalid business license". Should vendor not be able to acquire a valid license, the (30) day cancellation notice by the agency will become valid as of the most current VPR regarding the license.

2.4 VENDOR PERFORMANCE REPORTS (VPR)

Vendor Performance Reports shall be utilized whenever the Vendor is in default of the contract terms as outlined in this IFB. Upon notification of the VPR, the Vendor shall promptly take all corrective actions to be in compliance with the contract terms. The agency and the Vendor shall work together during the vendor's resolution of any non-compliance issue. The Vendor is hereby notified that non-compliance of the VPR may under certain circumstances be considered a (30) day cancellation if it is so stated in the VPR notice to the Vendor issued by OSP.

2.5 PRODUCT COMPLIANCE

All products (except furniture polish, abrasive cleaners, enzymatic cleaner/digester, disinfectant/sanitizer, metal polish and countertop cleaner) used in the performance of this Contract **must** be certified or in compliance with at least one of the following four standards.

1. Certified by Green Seal
2. Certified by Environmental Choice EcoLogo Program (now part of UL Environment)
3. (For Chemicals) Recognized by the U.S. Environmental Protection Agency (EPA) Design for the Environment (DfE) Formulator Program
4. (For Paper Products) In compliance with the U.S. Environmental Protection Agency Comprehensive Procurement Guidelines for Commercial and Industrial Sanitary Tissue

NOTE: GS-37, GS-40, GS-41, CCD-146, DfE-SSCP, CCD-104, CCD-148, CCD-147, American Correctional Association Compliant, National Fire Protection Association rating of 0 or 1 for health, fire, and reactivity hazards, and Green Clean Products. Substitutions of any of these products shall only occur upon written approval by ABA for compliance to this IFB.

Two copies of the certificate or compliance documentation and the appropriate Safety Data Sheets for each product to be used in the performance of the Contract **must** be submitted, when requested by OSP, prior to award, for Contract approval as documentation of certification or compliance. The certification or compliance standards required for these products in no way exempts compliance with other applicable occupational safety, health, and environmental standards.

Substitutions of products will be permitted if comparable green cleaning products meet at least one of the four required specifications shown in Section 2.5 and/or meet ABA approval. If the product substitution costs more than the original product, the Vendor will absorb the additional cost solely and without ABA reimbursement. If the product substitution is less than the original product, there will be no reimbursement to ABA for the difference in costs.

2.6 **SDS PRODUCT SAFETY DATA SHEETS**

A SDS is to accompany each product to the specified delivery site. All SDS's must list complete chemical ingredients of each product, including the percentage composition of each ingredient in the mixture down to 0.1%, the chemical abstract service numbers for those substances, and a listing of any potentially hazardous products that may produce gas during or following application. Gas producing products are highly discouraged and require prior written approval by ABA before delivering any of these types of products to the building.

The Vendor **will** maintain a SDS wall folder at each supply storage location of the building complete with SDS's of all cleaning supplies currently being used at the building. For quick reference, the first page of the folder will be an index of all the cleaning supplies currently being used in the building.

During the contract, OSP and/or ABA reserve the right to perform physical inspections of the products used in the building. If products are found that have not met the required specifications, a vendor performance report will be issued and all unapproved products must be removed from the building immediately. If the violation is not promptly remedied or multiple violations occur, a vendor performance report will be issued in accordance with provisions contained in Section 2.4.

2.7 **TRAINING**

Initial employee training and additional training (including but not limited to, the proper dilution of and use of products as well as the proper disposal and storage of any unused product) during the Contract term is required at no additional cost to ABA. When employees are added during the Contract period the same procedure will be followed and the required training must be completed prior to employee placement in the building so that all employees working in the building have received prior training before the commencement of their work.

2.8 **SERVICE HOURS**

Janitorial (one day person) services shall be performed: **Monday through Friday, 8:00 a.m. to 4:30 p.m., except on holidays unless the legislature is in session on the holiday and the service address is open for business.**

Janitorial (after-hours) services shall be performed: **Monday through Friday, 5:00 p.m. to 9:00 p.m., except on holidays unless the legislature is in session on the holiday and the service address is open for business.**

Periodic work may be approved for weekends by ABA personnel. Any variation from normal service hours must be approved by ABA prior to schedule change.

2.9 **VENDOR RESPONSIBILITY**

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

2.10 GENERAL REQUIREMENTS

2.10.1 VISITORS/CHILDREN

- Visitors or children are not permitted to accompany the vendor or employee's while they are performing the duties required as stated in this IFB.
- A vendor or employee allowing visitors or children in the building will result in a vendor performance report being issued to the vendor in accordance with Section 2.4.

2.10.2 CONTACT INFORMATION

- The Vendor shall submit to ABA personnel the name and phone number of the contact person.

2.10.3 CRIMINAL BACKGROUND CHECKS

Prior to awarding, the successful Vendor will provide, at no cost to the State of Arkansas, the following Criminal Background Check Reports (Background Reports) on:

- The Vendor and company official(s); and
- The Supervisors and Employees.

ONLINE BACKGROUND REPORTS WILL NOT BE ACCEPTED. Arkansas State Police (ASP) certified background reports on all employees **shall be provided to ABA** prior to placement in the building, including employees that may be added at a later date.

- Background reports must be current. Current is defined as background reports which are dated and received by ABA within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current shall not be considered.
- OSP and ABA reserve the right to terminate any resultant contract resulting from this IFB should evidence show tampering of any Background Reports.
- The Vendor shall utilize the ASP for all Background Reports.
- Vendor shall immediately notify ABA of any changes or substitution of any employees assigned to the building locations. Background Reports shall be sent by ASP directly to ABA for review.
- All employees working in the building must pass a criminal background check prior to the commencement of their work. No employee shall be placed in the building and commence work until and unless they have passed a criminal background. ABA reserves the right to determine if a company employee passes or fails the criminal background check based on the results of the check. If the individual fails they shall not be allowed to work or visit the building in performance of any contractual duties or responsibilities or both.
- The apparent low bidder shall utilize the criminal background form pursuant to the instructions as stated on the Form, which is included in this IFB, after the Anticipation to Award notification is issued. The apparent low bidder shall send the completed Form directly to the ASP.
- **Renewal Periods:** ABA requires, at no cost to the State, current reports, current is defined as background reports which are dated and received by ABA within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current shall not be considered, on all individuals that will be placed in the building at the start of each contract renewal period. Vendor shall complete the Form for each employee pursuant and submit it to the ASP not more than thirty (30) days prior to the start of the renewal period. ABA shall supply copies of the criminal background information to OSP upon receipt of documents. Previously provided background checks will not be accepted.
- **Additional Background Checks:** ABA reserves the right to require, at no cost to the State, additional background checks of any employee at any time during the initial or any subsequent terms of the contract should good cause exist and is provided to the Vendor. ABA shall have sole authority to determine good cause. Vendor shall complete the Form and send it directly to the ASP after written notification has been provided. ABA shall supply copies of the criminal background information, when requested, to OSP.

2.10.4 DUTIES, CLEANING

This location requires a Day-Person between the hours of: 8:00 a.m. through 4:30 p.m. ABA reserves the right to request that duties not completed during regular cleaning hours be performed the following workday. Repeated violations of the contract terms will result in a VPR being issued to the vendor in accordance with Section 2.4.

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

2.10.5 EMERGENCY CONDITIONS

- Emergency conditions brought about by Vendor's acts/omissions, defective plumbing, unlocked doors, fire hazards or other failures shall be reported to appropriate authorities (ABA Personnel, emergency responders, etc) immediately by janitorial personnel.
- At the initial term of the contract ABA will train all of the Vendor's employees on the location of the basics of how to shut off water to fixtures and handle other minor emergency response actions. After the initial training, the Vendor will be required to provide refresher training and train all new employees at the beginning of working in the building.
- Vendor's employees shall be diverted from their regular assignments to clean in the event of an emergency.
- No additional charge shall be made for such diversions unless extra labor is required to meet normal assignments.
- Extra labor **must** be pre-approved by ABA.

2.10.6 EMPLOYEES

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

2.10.7 EMPLOYEE IDENTIFICATION AND DRESS

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

2.10.8 ENTRANCES AND EXITS

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

2.10.9 INSPECTIONS, WEEKLY

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

2.10.10 INSURANCE

Prior to awarding, the Vendor must furnish an approved "Certificate of Insurance" and must maintain the following insurance requirements throughout the contract period:

The Insurance may not be modified without OSP and ABA approval.

Liability Limits:

| | |
|---|------------------|
| A. Commercial General Liability | |
| Each Occurrence | \$1,000,000.00 |
| General Aggregate | \$2,000,000.00 |
| B. Automobile Liability | |
| Combined Single Limit | \$1,000,000.00 |
| C. Worker's Compensation and Employer's Liability | |
| Worker's Compensation | Statutory Limits |
| Employer Liability | \$100,000.00 |
| Disease Each Employee | \$100,000.00 |
| D. Umbrella Liability | |
| Each Occurrence | \$2,000,000.00 |
| General Aggregate | \$2,000,000.00 |

Each Certificate of Insurance shall name OSP and ABA as certificate holders with the intent to notify same of any intention to cancel the insurance within ten (10) days.

The Vendor is required to provide Commercial General Liability insurance with the additional insured endorsement that is primary non-contributory. All policies shall contain a waiver of subrogation against the State of Arkansas and the Arkansas Building Authority arising from work performed by or on behalf of the Vendor.

Commercial Automobile Liability Insurance shall include coverage for hired and non-hired automobiles.

The Vendor shall supply OSP/ABA replacement certificates of insurance not less than thirty days prior to the expiration dates or renewal dates of any insurance policies reflected on such certificates.

2.10.11 INVENTORY, CLEANING SUPPLIES

The Vendor is responsible for receiving, handling, storage, and delivery of materials and equipment needed to perform the requirements as listed in this IFB.

2.10.12 KEYS

- Building Manager will assign all building keys/access cards to Vendor.
- Copies of keys are not to be made by the Vendor.
- Building keys/access cards are not to be taken home by the Vendor or employees. The keys/cards will be secured in the Janitorial supply area in a locked container.

2.10.13 LIGHTING, AREA

- The Vendor will be responsible for turning off all lights, which are not to be left on for security reasons upon completion of their work.
- To conserve electricity, the Vendor will only light the area of the building they are actively working in and turn off the lights when exiting the area. Violations will result in a vendor performance report issued to the vendor in accordance with requirements shown in Section 2.4.

2.10.14 MATERIALS AND SUPPLIES

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

2.10.15 PERSONNEL, TIME-SHEET

- A certified copy of the Vendor's original time sheet, prepared on the job, will be furnished to ABA upon request.
- Estimated personnel hours are 33 man hours per day required to execute the requirements as specified in this IFB and for the current square footage.

2.10.16 POLYGRAPH EXAMINATIONS

ABA reserves the right to have Vendor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 et. seq. All expenses for polygraph examinations will be at the expense of the successful bidder.

2.10.17 REFERENCES

Bidders are required to submit the following references to OSP, when requested, prior to award:

- Vendors should submit at least three (3) commercial general office reference accounts, including one of which is a LEED building, all of which **must** be located in Central Arkansas, to whom vendor has been providing client services of a same or similar nature within the last two (2) years. (See map defining Central Arkansas area – Identified as ADEM Emergency Management Areas).
- Each reference should include contact person, telephone numbers including cell phone number if possible, and email address.
- Office of State Procurement (OSP) reserves the right to contact any or all clients of the bidder even if they were not provided by the prospective vendor. Sites may be visited by OSP and/or the ABA Representative.
- Successful bidder **must** have cleaned commercial general office space with a minimum of **100,000 square feet** or more, for a consecutive twelve (12) month period, within the last year. Combining square footage for multiple buildings does not meet this requirement.
- The reference accounts should rate the quality of cleaning by rating the bidder's performance as to poor, fair, good or excellent in quality of cleaning.

2.10.18 REPORT TO

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

2.10.19 REPORTED CIRCUMSTANCES

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

2.10.20 RENEWAL, INFORMATION

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

2.10.21 RESPONSE TIME, VENDOR

- It is required that should the agency make contact with the Vendor and the Vendor or Vendor's representative fails to respond within four (4) hours, a vendor performance report will be issued to the vendor in accordance with the requirements shown in Section 2.4.

2.10.22 SAFETY PLANS

- Vendor shall conduct activities in compliance with all Federal and State laws, rules, and regulations, and any local safety regulations and standards.
- In event of disagreement about the safety of the product, the burden shall be the Vendor to demonstrate safe and appropriate use of the product.

2.10.23 STORAGE, SERVICES, BUILDINGS

ABA will provide the following:

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

2.10.24 TRASH

- Building door(s) must not be propped open for the removal of trash. Upon proper documentation, any and all costs associated with ABA staff responding to “after hour call outs” due to Vendor or Vendor’s staff for propped doors shall be promptly reimbursed by the Vendor to ABA.
- Trash shall be collected in a truck or tilt cart and brought to one central collection point inside the building.
- All trash is to be removed from the building at one time with the supervisor present.
- Trash shall be removed from the building as soon as possible each day.

SECTION 3 – SPECIFIC REQUIREMENTS

3.1 SERVICES

The levels of service are identified in this Invitation for Bid and the vendor shall accomplish all cleaning tasks to meet the minimum requirements in this Invitation for Bid. The minimum cleaning frequencies are established in this Invitation for Bid for the 900 W. Capitol Building located in Little Rock, AR. **The total estimated square footage, cleaned daily, for this contract is 108,709.**

3.2 COMPOSITION OF FLOORS

The following are percentage breakdowns, by floor, for 900 W. Capitol:

1st Floor: 75% Stained Concrete with 25% Carpeting

2nd Floor: 50% Concrete with 50% Carpeting

3rd/4th Floors: 75% Carpeting with Reception Areas being Bamboo Flooring, Break Rooms, and Mailrooms

Restrooms on each floor are ceramic tile and mail rooms are all vinyl composition flooring.

3.3 DUTIES OF DAY PERSON

The following duties are to be performed daily **by the assigned day person** at the 900 W. Capitol Building and may increase, decrease, or change as needs arise:

- Maintain all entrance and exit glass.
- Entrance mats shall be swept and cleaned.
- Vacuum any entrance carpets and rugs.
- Inspect and monitor outside perimeter of building and entrances including sweeping, gum, and trash removal.
- Maintain smoking and waste receptacles.
- Check, stock, and clean restrooms as needed (multiple times daily required) including emptying waste receptacles as necessary.
- Clean water fountains and all areas around water fountains.
- Maintain break rooms and copier areas and collect trash, vacuum, and dust as needed.
- Metal in and around passenger elevators shall be polished. Sweep, mop, and clean freight elevator as needed.
- Be available and on call to ABA building personnel for spills (including human body fluid/solid based accidents/incidents), mopping, vacuuming, and any other issues that require attention during the day or were missed the previous night.
- When inclement weather (rain, snow, sleet, freezing rain, etc...) occurs the day person shall pay special attention to all entrances and elevator lobbies to ensure that all water is mopped up and wet floor signs are in place throughout the work day and until all janitorial activities are complete.
- Clean and disinfect/sanitize items throughout the building that are touched or handled extensively throughout the day (door handles/hardware, elevator buttons, water fountains, faucet handles, door stalls, etc...).
- Sweep all stairwells and mop if needed to remove any spills.

3.4 BASIC CLEANING SERVICES

Dust and clean all furniture, fixtures, equipment and accessories, without moving objects or papers including:

- Empty trash into trash cart replacing liners if torn or soiled.
- Take collected trash to designated location.
- Dust hard surface floors with a treated dust mop.
- Damp mop hard surface floors.
- Dust surfaces within 120" (10 ft.) from floor with a dust control treated device including sills, ledges, moldings, shelves, door frames, pictures, chairs and chair rungs, table legs and all moldings and other low reach areas.
- Using an approved spot cleaner, spot clean carpeted areas.
- Clean all interior glass windows in the building and any exterior glass windows at building entrances and wipe clean the frames. All glass shall be clean and free of dirt, grime, dust, streaks, and spots and shall not be cloudy.
- Vacuum carpet floors including corners and edges.
- Using an approved spot cleaner, remove spots from walls, light receptacles, doors, furniture, cabinets, and cabinet doors.

3.5 CLEANING SERVICE DUTIES AND FREQUENCIES:
(A) DAILY

(1) OFFICE CLEANING

Occupied office space, library, file rooms, conference rooms, and computer rooms shall receive the following daily cleaning:

(a) Dusting:

- Desks, filing cabinets, bookcases and shelves, chairs, tables and other office furniture shall be dusted with a dust control treated cloth.
- All files, phones and other items shall not be moved but dusted around at their original location.
- Office machines, windowsills, bookcases and shelves, high and low ledges, moldings, and picture frames shall be dusted with a dust control treated cloth.

Thorough Dusting:

- No dust streaks.
- Corners, crevices, moldings and ledges shall be free of all dust.
- No oils, spots, or smudges on dusted surfaces caused by dusting tools.

(b) Glass:

- All glass shall be clean and free of dirt, grime, dust, streaks, smudges, watermarks, spots and shall not be cloudy.
- Entrance door and sidelight glass shall be cleaned.
- Glass desk tops shall be cleaned without moving any items.
- Partition glass shall be cleaned from floor to 120" (10 ft.) above finished floor level.

(c) Floors:

- Floor surfaces shall be dust mopped and free of obvious dirt, dust, and debris.
- Floor surfaces shall be dust mopped with a dust control treated mops or other effective tools.
- Floor surfaces shall be left clean and free of dust and spots from spillage.
- Wet or damp mopping: Areas shall be clean and free of dirt, string, gum, grease, tar, oil spills, and present an overall appearance of cleanliness. All surfaces shall be dry and the corners clean. Wet floor signs are required on any wet floor surfaces.
- **Bamboo floors shall be dust mopped or swept with a soft bristle broom. Bamboo floors shall not be wet or damp mopped. Soak up any spills immediately using a dry towel or dry mop. Spots can be removed with a damp (not wet) cloth and then dried thoroughly with a dry cloth. A low VOC hardwood floor cleaner is to be used. If the Bamboo floors need cleaning Bona is the product that must be used.**

(d) Carpets:

- Carpet surfaces shall be vacuumed and free of obvious dirt, dust and other debris.
- Carpets shall be vacuumed daily in: Office areas, public areas, and traffic areas.
- Hard to reach areas (e.g. under desks, chairs, and tables) shall be vacuumed weekly unless more frequent servicing is needed.
- Excessive buildup, spillage or crusted material shall be removed along with spots, smears, spills and stains.
- Cleaned areas shall blend with adjacent areas of carpeting. No evidence of fuzzing caused by harsh rubbing or brushing.

(e) Wastebaskets:

- New liners are to be inserted twice weekly or as needed.
- Waste receptacles shall be emptied, cleaned, and disinfected.
- Emptied trash to be removed to designated area.

(f) Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates:

- Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates shall be spot cleaned.
- Smudges, marks, tape, tape residue, or spots shall be removed without causing unsightly discoloration.

- Spot cleaned.

(2) RESTROOMS

(a) Floors:

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

(b) Water Closets and Fixtures:

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

(c) Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates:

- Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates shall be spot cleaned.
- Smudges, marks, tape, tape residue, or spots shall be removed without causing unsightly discoloration.
- All handles on doors, faucets, and stalls will be cleaned and sanitized.
- Spot cleaned.

(d) Waste and Sanitary Napkin Receptacles:

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

(e) Towel, Tissue, Soap Dispensers, and Air Fresheners:

- Supplies, including towels and tissues, are to be refilled daily (more frequently as needed) from vendor's stock for all dispensers.
- **Hand soap dispensers refilled from the vendor's stock. Soap must be Technical Concepts' One Shot. Soap dispensers/pumps placed on countertops are not acceptable.**
- Air freshener dispensers are to be provided from the Vendor's stock in each restroom and refilled (battery and air freshener) on an as-needed basis. Air fresheners are to be wall mounted by ABA and will be the property of ABA at termination or expiration of the contract. Vendor is responsible for replacing units as they fail throughout the contract period. Dispensers shall be battery operated automatic aerosol spray devices based on an adjustable time sequence, equal to following products: Lysol Neutra Air Freshmatic Automatic Spray Item # 514235 or TimeMist Metered Aerosol Air Freshener Item # 2741140. Vendor will submit product sheets to ABA for review and approval. Installed devices must be approved and considered equal by ABA. The devices will be adjusted to disperse air freshener to an adequate level of pleasant fragrance and odor eliminator acceptable to ABA.

(3) RECEPTACLES

(a) Waste Receptacles:

- Fresh liner installed twice weekly or as needed.

- Receptacles must be cleaned and sanitized.
- Emptied and debris placed in designated area.
- Solid waste generated in the building shall be collected and removed to areas designated for trash.
- Receptacles located outside the building need to be serviced on a daily basis.

(4) ELEVATORS

(a) Carpet:

- Vacuumed and spot cleaned as spots and/or stains occur.
- Carpet Spotting: Excessive buildup, spillage, or crusted material shall be removed along with spots, smears, spills, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned areas shall blend with adjacent areas of carpeting.

(b) Walls:

- Dusted with a dust control treated device and spot cleaned from floor to ceiling.
- Smudges, marks, tape, tape residue, or spots shall be removed without causing unsightly discoloration.

(c) Doors, Operating Panel, Handrail, and Metal Trim:

- Metal surfaces shall be cleaned and have a polished and lustrous appearance.
- All surfaces shall be free of smears, stains and finger marks.
- Operating panels and handrails shall be disinfected.

(d) Elevator Car Door, Floor Landing Tracks, and Landing Sills:

- Cleaned with a safe and effective cleaning product and polished. Polishing: Metal surfaces shall have a polished & lustrous appearance and shall be free of smears, stains, and finger marks.
- Swept and Cleaned. There shall be no dust streaks present and all corners, crevices, moldings & ledges shall be free of all dust. There shall be no oils, spots, or smudges on dusted surfaces caused by dusting tools. Floor landing tracks are to be vacuumed if necessary to remove and prevent debris for building up in the tracks.

(5) ENTRANCES, LOBBIES, CORRIDORS, AND FOYERS

(a) Granite and Terrazzo Floors:

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

(b) Carpets and Mats:

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

(c) Surfaces:

- Dusted daily.
- There shall be no dust streaks, oil, spots, or smudges on dusted surfaces.
- Corners, crevices, moldings and ledges shall be free of all dust.

(d) Walls and Columns:

- Spot cleaned.
- Smudges, marks, tape, tape residue, or spots shall be removed without causing unsightly discoloration.
- Corners, crevices, moldings and ledges shall be free of all dust.

(e) Drinking Fountains:

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

(f) Glass Areas:

- All glass shall be cleaned and free of dirt, grime, dust, streaks, watermarks and spots.
- Glass shall not be cloudy.

(g) Waste Receptacles:

- Fresh liners installed twice weekly or as needed.
- Emptied and debris placed in designated area.
- Solid waste generated in the building shall be collected and removed to areas designated for trash.

(h) Door Handles, Railings, Counters, and Elevator Buttons:

- Clean and sanitized daily.

(6) OUTSIDE ENTRANCES

(a) Entryways:

- All debris swept, picked up, or washed daily.
- No dirt shall be left in the corners, crevices, or where any sweepings were picked up.
- Loading areas shall be swept, cleaned daily, and free of any trash or debris.
- Outside ash receptacles shall be emptied and cleaned.
- Cigarette butts, matches, and other discarded material shall be removed from the receptacle.
- The receptacle shall be wiped so that there is no dust, ashes, odors, tar, streaks, or debris.

(7) STAIRWAYS

(a) Steps and Landings:

- Swept daily.
- Spot mopped as needed. Wet floor signs are required on any wet floor surfaces.
- Entrance landing steps and adjacent sidewalks are to be free of all dirt and trash.
- No dirt shall be left where sweepings were picked up.

(b) Hand Railings, Ledges, Grills, Fire Apparatus Doors & Hardware:

- Dusted daily.
- Metal or wood surfaces shall be free of smears, stains, and finger marks.
- Cleaned and sanitized daily.
- Walls maintained and cleaned.

(8) BREAKROOMS AND COPIER AREAS

(a) Floors:

- Wet or damp mopped with a neutral cleaner. Wet floor signs are required on any wet floor surfaces.
- Floors shall be clean and free of all dirt, string, gum, grease, tar, oil spots, streaks, and mop strands and present an overall appearance of cleanliness.
- All surfaces shall be dry and the corners clean.
- Floors shall have a uniform luster without marks.

(b) Waste Receptacles:

- Fresh liner installed.
- Emptied and debris placed in designated area.
- Solid waste generated in the building shall be collected and removed to areas designated for trash.

(c) Building Walls, Countertops, Sinks, Doors, and Glass:

- Smudges, marks, tape, tape residue, or spots shall be removed without causing unsightly discoloration.
- All glass shall be cleaned and free of dirt, grime, dust, streaks, watermarks and spots.
- Glass shall not be cloudy.
- Handles shall be cleaned and sanitized.
- Walls shall be spot cleaned.
- Countertops and sinks shall be wiped cleaned and sanitized.

(d) Chairs:

- Wiped clean with a safe and effective cleaning product.

(9) PATIO AREA

(a) Glass:

- Interior and exterior of outside patio glass shall be cleaned, not cloudy, and not show streaks.

(b) Floor

- Patio area should be swept and cleaned so that no debris is present.

(B) WEEKLY

These tasks should be performed at a minimum of once a week. However, should the Vendor notice any area requiring additional attention, then the tasks should be provided accordingly to keep the areas clean.

(1) CARPETS

(a) Vacuuming of Hard To Reach Areas:

- Under desks, chairs, tables, and around corners.
- Care should be taken to keep wall corners free of dust and to use care in performing services to prevent damage to office furniture.
- Carpets should be free of obvious dirt, dust, and other debris.

(2) RESTROOMS

(a) Stall Partitions and Doors:

- Damp wiped.
- All dirt, dust, water stains, spots, streaks, and smudges shall be removed from all surfaces.

(3) CLOTH CHAIRS

(a) Vacuumed:

- Vacuumed weekly with chairs being free of obvious dirt, dust, and other debris.

(4) HARD SURFACE FLOORS, ALL INTERIOR (including vinyl tile, granite, and terrazzo floors)

(a) Floors:

- Floors shall be cleaned and free of streaks, dirt and skipped areas.
- Walls, baseboards and other surfaces shall be free of splashing and markings from the equipment.
- Finished area shall have a uniform luster.
- Grout joints shall be clean.
- Vinyl tile, stone and grout shall be machine buffed in traffic areas taking care not to damage wall and column bases.
- Weekly buffing will be the minimum standard and is to be performed as often as necessary to retain acceptable appearance throughout the building.

(5) OUTSIDE ENTRANCES/GRANITE FRONT ENTRANCE

(a) Cleaning:

- Granite is to be scrubbed with both a stiff bristle brush and a neutral detergent and rinsed thoroughly.

(6) STAIRWELLS

(a) Mopping:

- Wet mopping or scrubbing. Wet floor signs are required on any wet floor surfaces.
- The floors shall be clean and free of dirt, water streaks, mop marks, string, gum, grease, tar, and present an overall appearance of cleanliness.
- All surfaces shall be dry and the corners clean.

(7) DECORATIVE PLANTS (COMMON AREAS ONLY)

(a) Dusting:

- Decorative plants will be dusted in common areas only such as breakrooms, lobbies, and foyers.
- Thorough dusting with debris being removed from planters.

(8) SIDEWALKS, DELIVERY TRUCK, AND DUMPSTER AREA

(a) Inspect and Monitor:

- Areas shall be thoroughly swept weekly or as needed.
- Policed daily and keep free of all paper, trash, empty bottles, or other types of discarded debris.

(9) DIRECTORY PANELS AT ENTRANCES

(a) Cleaning

- Surface areas shall be clean and free of dust.
- Glass to be clean and free of streaks.

(10) HEATING, VENTILATION AND AIR CONDITIONING (HVAC) VENTS AND LOUVERS

(a) Dusting:

- All HVAC vents and louvers shall be clean and dusted.

(11) JOHN BOOS BUTCHER BLOCK ARKANSAS STATE LIBRARY CONFERENCE ROOM LOBBY

(a) Cleaning:

- As needed, wipe down with **mild detergent**, followed by another moist clean rag. Wipe down with another dry rag to insure moisture is not left on the surface of the block. Excess moisture will warp the block.

(12) BASEMENT

(a) Cleaning:

- Sweep, clean, and mop hallway as needed.

(C) MONTHLY

(1) GLASS

(a) Interior Glass:

- Wash all interior glass areas from top to bottom on both sides (this does not include washing of any exterior or outside windows, except at entrances).
- All glass shall be cleaned and free of dirt, grime, dust, streaks, watermarks and spots.
- Glass shall not be cloudy.

(2) TERRAZZO TILE FLOORS CLEANING PROCEDURE

(a) Cleaning:

- Ceramic tile floors are to be machine scrubbed and grout cleaned.
- Grout shall be cleaned and remain its original color.
- Scrubbing is to be done by hand where necessary to obtain a uniform clean appearance.
- Areas not accessible with scrubbing machine are to be hand scrubbed.
- Heavily soiled floors should be scrubbed with a mechanical buffing machine and cleaner. Wet vac residue and clear water rinse. An additional coat of finish should be applied as needed.

Note: All floor and wall surfaces shall be maintained in accordance with National Terrazzo and Mosaic Association (NTMA) recommended practices. The following link provides useful information and all products must be used according to manufacturer's recommendation: <http://ntma.com/wp-content/uploads/2014/02/Care-of-Terrazzo-2014.pdf>

(3) RESTROOMS

(a) Floors:

- Floors are to be machine scrubbed. Wet floor signs are required on any wet floor surfaces.
- Floor finish must not be applied.
- Areas not accessible with a scrubbing machine are to be hand scrubbed.
- Floors are to be free of dirt, streaks, mop strand marks and skipped areas.
- Walls, baseboards and other surfaces shall be free of splashing and markings from equipment.
- Grout joints are to be clean and maintain original color.

(b) Waste Receptacles:

- Cleaned both inside and out by damp wiping or washing and sanitizing.

(4) KITCHEN AREA FLOORS, SPOT CLEANED AND BUFFED

(a) Cleaning:

- All floor and wall surfaces shall be maintained with supplies and equipment in accordance with industry standard practices.

(5) SPOT CLEANING AND SPRAY BUFFING

(a) Cleaning:

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

(6) COLUMNS, HIGH LEDGES, CEILING TRIM, AND LIGHT FIXTURES

(a) Dusting:

- Columns, high ledges, ceiling trim, and light fixtures are to be dusted, all cobwebs removed, and any other debris removed.
- Dusting for 120" (10 ft.) from floor to ceiling.
- These areas shall be serviced more frequently than monthly on an as-needed basis.

(7) CONCRETE STAIRS, LANDINGS, AND HALLWAYS (All Interior Concrete Surfaces)

(a) Cleaning:

- Concrete Stairs, landings, hallways, and all interior concrete surfaces are to be swept and wet mopped with a safe and effective cleaning product.

(8) SOLAR SHADES

(a) Cleaning:

- Solar shades shall be wiped clean with a clean, slightly damp cloth and left fully extended down at completion.

(9) JOHN BOOS BUTCHER BLOCK ARKANSAS STATE LIBRARY CONFERENCE ROOM LOBBY

(a) Cleaning:

- Depending on use, apply an even coat of mineral oil on the surface of the butcher block with a clean cloth.

(D) SEMI-ANNUALLY (February and August)

(1) ALL FLOORS

(a) Carpet Shampooing and Dry Cleaning

- On the 1st and 2nd floors the carpets are to be shampooed by the use of a rotary brush or bonnet method with steam or hot water extraction. The Contractor will be responsible for removing and replacing all furniture except file cabinets, bookcases, and desks. The Contractor will be responsible for coordinating all of the work with each building supervisor.
- Carpets on 3rd and 4th floor shall be cleaned with a dry cleaning method only due to the presence of plywood as a base under the top carpet layer. The Contractor will be responsible for removing and replacing all furniture except file cabinets, bookcases, and desks. The Contractor will be responsible for coordinating all of the work with each building supervisor. Contractor must receive approval from ABA for dry cleaning method and product before use.

(b) Vinyl Composition Tile Care & Maintenance Floor Cleaning Procedures

- Scrub the floor with a properly diluted neutral detergent solution that meets the requirements as shown in Section 2.5 and Attachment A. Follow the manufacturer's recommendation for product use.
- Thoroughly rinse entire floor with fresh water and allow it to dry completely. Apply at least two additional coats of finish. Continue regular routine.
- Quarterly scrubbing will be done three times during the year with the fourth being a full stripping and reapplying finish as found below.

(c) Polished Concrete Flooring

- Re-apply finish with a product that meets the requirements as shown in Section 2.5 and Attachment A. Follow the manufacturer's recommendation for product use.

(2) TERRAZZO TILE FLOOR CLEANING PROCEDURE

(a) Cleaning Process:

- Strip all old finish and refinish floor applying at least three coats of finish.

(b) Re-Coat Procedure:

- Sweep and/or dust mop floor to remove all surface dirt.
- Thoroughly clean using a product that meets the requirements as shown in Section 2.5 and Attachment A. Follow the manufacturer's recommendation for product use.
- Rinse floor well and allow to dry.
- Re-coat using two to three coats of a product that meets the requirements as shown in Section 2.5 and Attachment A. Follow the manufacturer's recommendation for product use.

(c) Stripping Procedure:

- Floor must be stripped when the deep-scrub or re-coat procedures no longer achieve the desired results.
- Use a dust mop to remove dirt and debris.
- Prepare stripper solution according to label directions, using a product that meets the requirements as shown in Section 2.5 and Attachment A.
- Apply stripper solution. Work in small sections, allowing the solution to dwell on the floor 10–15 minutes. Do not allow stripper solution to dry on the floor. (If it appears to be drying, re-wet with additional stripper solution before continuing). Where heavy build-up is present, re-wet the floor a second time to loosen finish build-up before starting scrubbing action. Use wet vacuum to pick up strip solution and clear water rinse.
- Damp mop floor with clean rinse water. Allow floor sufficient time to dry.

(E) ANNUAL

(1) GRANITE SURFACES

(a) Floors:

- Floors should be resealed once a year with a sealer that meets GS-40 Certified requirements as shown in Section 2.5 and Attachment "A". Follow the manufacturer's recommendations for product use.

(2) VINYL CARE COMPOSITION TILE CARE & MAINTENTANCE FLOOR CLEANING PROCEDURES

(a) Restoration Maintenance/Stripping:

- Scrub the floor with a properly diluted stripping solution that meets the requirements shown in Section 2.5 and Attachment "A". Follow manufacturer's recommendation for use.
- Remove dirty stripping solution with wet vacuum.
- Thoroughly rinse the entire floor with fresh, clean water and allow it to dry completely.
- Vendor should use high quality commercial floor polish that meets the requirements shown in Section 2.5 and Attachment "A". In areas of high traffic, use a high quality stain-resistant sealer that meets Section 2.5 and Attachment "A" requirements. Follow the manufacturer's recommendation for product use for both products.

SECTION 4: PERFORMANCE STANDARDS

DAILY

Office Space, Library, File Rooms, Conference Rooms, and Computer Rooms

- Dusting
- Thorough Dusting
- Glass
- Floors (Swept and/or Damp Mopped)
- Carpets (Vacuumed)
- Wastebaskets (Emptied)
- Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates (Spot Cleaned)

Restrooms

- Floors (Swept and Damp Mopped)
- Water Closets and Fixtures
- Waste and Sanitary Napkin Receptacles
- Towel, Tissue, Soap Dispensers, and Air Fresheners
- Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates (Spot Cleaned)

Receptacles

- Waste Receptacles

Elevators

- Carpets (Vacuumed)
- Walls
- Doors, Operating Panel, Handrail, and Metal Trim
- Elevator Car Door, Floor Landing Tracks, and Landing Sills

Entrances, Lobbies, Corridors, and Foyers

- Granite and Terrazzo Floors
- Carpets and Mats
- Surfaces
- Walls and Columns
- Drinking Fountains
- Glass Areas
- Waste Receptacles
- Door Handles, Railings, Counters, and Elevator Buttons

Outside Entrances

- Entryways

Stairways

- Steps and Landings
- Hand Railings, Ledges, Grills, Fire Apparatus Doors and Hardware

Breakrooms and Copier Areas

- Floors (Swept and/or Damp Mopped)
- Building Walls, Countertops, Sinks, Doors, and Glass
- Waste Receptacles
- Chairs

WEEKLY

- Carpets (Vacuum hard to reach areas)
- Restrooms (Stall Partitions and Doors)
- Cloth Chairs (Vacuumed)
- Hard Surface Floors, All Interior Floors
- Outside Entrances/Granite Front Entrance
- Stairwells (Mopping)
- Decorative Plants (Common Areas Only)
- Sidewalks, Delivery Truck, and Dumpster Area
- Directory Panels at Entrances
- HVAC Vents and Louvers
- John Boos Butcher Block

MONTHLY

- Glass (Interior)
- Terrazzo Tile Floors
- Restrooms
- Kitchen Area Floors
- Spot Cleaning and Spray Buffing
- Columns, High Ledges, Ceiling Trim, and Light Fixtures
- Concrete Stairs, Landings, and Hallways
- Solar Shades
- John Boos Butcher Block

SEMI-ANNUALLY (February and August)

- All Floors

ANNUAL

- Granite, Marble, and Stone Surfaces
- Vinyl Care Composition Tile Care

OFFICIAL BID PRICE SHEET

THE ACCOMPANYING EXCEL FILE CONTAINS THE OFFICIAL BID PRICE SHEET.

- Vendor is **required** to submit a printed copy of the completed official pricing sheet

Note:

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

SITE VISIT VERIFICATION FORM

THIS IS TO VERIFY THAT _____ OF _____
Representative Name Company

_____ OF _____
Representative Name Company

HAS COMPLETED A SITE VISIT AT: **900 West Capitol Building, 900 West Capitol, Little Rock, Arkansas 72201**

ABA Representative

Date



ARKANSAS STATE POLICE

ASP-122
(Rev. 12/08)

Identification Bureau Individual Record Check Form

Procedure for Criminal History Check

1. The ASP form 122, Individual Record Check Form, must be completed in its entirety. Please print legibly.
2. A check or money order in the amount of \$25.00, made payable to the Arkansas State Police, must be included.
3. If the request is presented in person, the person requesting must present a photo I.D. issued by a government agency.
4. If the request is made by mail, the signature on the ASP form 122 must be notarized. Please verify the accuracy of the information from a driver's license or Arkansas ID card. The information submitted should match the driver's license information.
5. If the request is made by mail, a self-addressed envelope with sufficient return postage must be included.
6. If the request is made by a third party, such as an employment agency or employer, the ASP form 122 must be notarized. Please verify the accuracy of the information from a driver's license or Arkansas ID card. The information submitted should match the driver's license information.
7. If the request is required by a particular licensing entity as mandated by state law, such as teachers, health care or police, please contact the appropriate licensing entity to obtain the proper forms and be advised of the correct procedure to obtain a criminal history.

Send requests to:

Arkansas State Police
Identification Bureau
#1 State Police Plaza Dr.
Little Rock, AR 72209

To contact the Identification Bureau, you may call 501-618-8500.

SEE OTHER SIDE FOR APPLICATION

ATTACHMENT A – GREEN CLEANING PROGRAM

SUMMARY

At a minimum, the Contract requires the use of Green Cleaning products for all cleaning within the building including:

- all general purpose and restroom cleaning
- glass cleaning
- heavy duty cleaning
- soap products to be Technical Concepts' One Shot
- all carpet care irrespective of method
- all hard floor care regarding of surface such as concrete, terrazzo, etc... for use in daily cleaning, polishing, finishing, buffing, restoring, and stripping.
- disinfectant/sanitizer detergents
- delimers to clean and delime sinks, toilets, and tiles of water deposits or other buildup

These standards ensure that ABA facilities are serviced with products that perform well and achieve their claims of being environmentally friendly. The manufacturer's name, product brand name, and item number must be shown for each item used pursuant to the terms of the Contract. "Private label brand" will not be accepted as a statement of manufacturer or brand name. Two copies of the certificate or other appropriate affidavit for each product to be used in the performance of the Contract must be submitted prior to Contract approval as documentation of certification or compliance. The certification or compliance standards required for these products in no way exempts compliance with other applicable occupational safety, health, and environmental standards.

CLEANING PRODUCTS

Table 1 contains product specifications and requirements that must be followed in the performance of the Contract terms. This is a generic list of product specifications which may not be applicable to all building materials in the building, however if the building material is applicable to the building materials then the product specification must be followed. For example, if the building has hard wood floors, then the product specification listed below shall be adhered to and if the building does not contain any hard wood floors then the product specification for hard wood floors would not be applicable.

ENVIRONMENTAL ATTRIBUTES

The following environmental attributes are strongly encouraged for products used to comply with the terms of the Contract:

- Use of renewable resources such as citrus, seeds, vegetables and oils
- Bio-degradable by standard methods and definitions
- Designed for use in cold water in order to conserve energy
- Concentrated formulas in product dispensers that measure quantities dispensed
- Recycled-content product packaging and product shipping materials
- Reusable or recyclable shipping boxes
- Refillable bottles or drums

JANITORIAL PRODUCT TYPES AND SPECIFICATIONS

Table 1 provides additional detail regarding the types and specifications/certification requirements of products that must be used in complying with the terms of this Contract.

Table 1: Janitorial Cleaning Product Specification and Summary

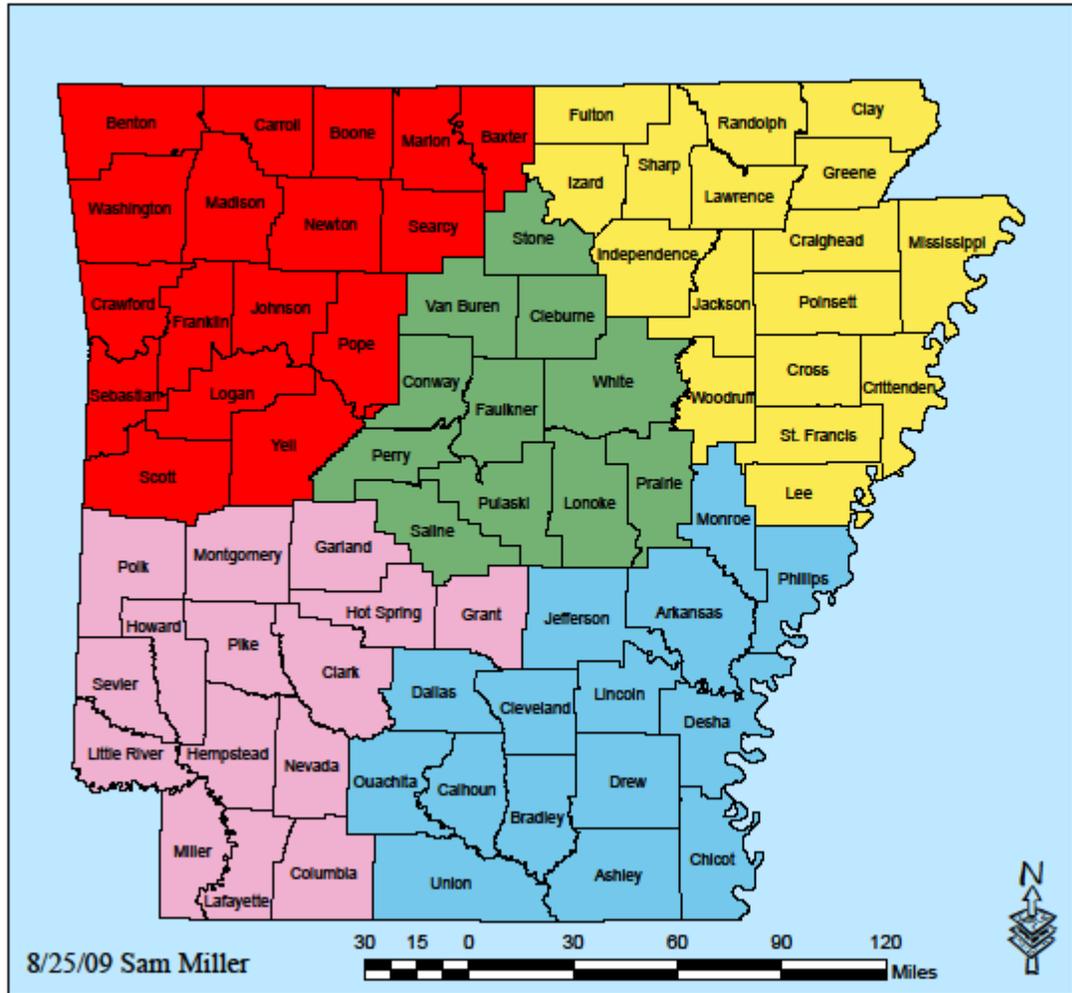
| Product Types | | Specification * |
|--|------------------------------------|--|
| Group 1: General Purpose and Restroom Cleaners – Environmentally Friendly | | |
| 1 | General Purpose Cleaner | GS-37 Certified, CCD-146 Certified or DfE-SSCP |
| 2 | Restroom Cleaner | GS-37 Certified, CCD-146 Certified or DfE-SSCP |
| 3 | Glass Cleaner | GS-37 Certified, CCD-146 Certified or DfE-SSCP |
| 4 | Heavy Duty Cleaner | GS-37 Certified, CCD-146 Certified or DfE-SSCP |
| Group 2: General Purpose and Restroom Cleaners | | |
| 5 | Furniture Polish | Green Cleaning Products or See ABA For Approved Product if Green Cleaning is not available |
| 6 | Abrasive Cleaner | Green Cleaning Products or See ABA For Approved Product if Green Cleaning is not available |
| 7 | Enzymatic Cleaner/Digester | Green Cleaning Products or See ABA For Approved Product if Green Cleaning is not available |
| 8 | Disinfectant/Sanitizer | Green Cleaning Products or See ABA For Approved Product if Green Cleaning is not available |
| 9 | Metal Polish | Green Cleaning Products or See ABA For Approved Product if Green Cleaning is not available |
| 10 | Countertop Cleaning | Green Cleaning Products or See ABA For Approved Product if Green Cleaning is not available |
| Group 3: Carpet Care – Environmentally Green | | |
| 11 | Carpet - Shampoo | GS-37 Certified, CCD-148 Certified or DfE-SSCP |
| 12 | Carpet - Wet Extraction Cleaner | GS-37 Certified, CCD-148 Certified or DfE-SSCP |
| 13 | Carpet - Defoamer | GS-37 Certified, CCD-148 Certified or DfE-SSCP |
| 14 | Host Chemical - Dry Carpet Cleaner | GS-37 Certified, CCD-148 Certified or DfE-SSCP |

Table 1: Janitorial Cleaning Product Specification and Summary (cont.)

| Product Types | | Specification * |
|--|--|--|
| Group 4: Hard Floor Care – Environmentally Friendly | | |
| 15 | Hard Floor Care - Neutral Cleaner | GS-37 Certified, CCD-146 Certified or DfE-SSCP |
| 16 | Hard Floor Care - Concrete/Terrazzo Finish | GS-40 Certified, CCD-147 Certified or DfE-SSCP |
| 17 | Hard Floor Care - Finish | GS-40 Certified, CCD-147 Certified or DfE-SSCP |
| 18 | Hard Floor Care - Buff/Burnish/Restorer | GS-40 Certified, CCD-147 Certified or DfE-SSCP |
| 19 | Hard Floor Care - Stripper | GS-40 Certified, CCD-147 Certified or DfE-SSCP |
| Group 5: Hard Floor Care | | |
| 20 | Hard Floor Care - Concrete/Terrazzo Finish | GS-37 Certified |
| 21 | Hard Floor Care - Finish | GS-37 Certified |
| 22 | Hard Floor Care - Buff/Burnish/Restorer | GS-37 Certified |
| 23 | Hard Floor Care - Stripper | GS-37 Certified |
| Group 6: Disinfectant/Sanitizer Detergent | | |
| 24 | Disinfectant/Sanitizer Detergent | American Correctional Association compliant National Fire Protection Association rating of 0 or 1 for health, fire, and reactivity hazards |
| 25 | Cleaner/Delimer | American Correctional Association compliant National Fire Protection Association rating of 0 or 1 for health, fire, and reactivity hazards |

* All products used in fulfillment of this Contract must meet “Product Compliance” as shown in Section 2.5.

ADEM Emergency Management Areas



Arkansas Counties

ADEM_Area

- Central
- Northeast
- Northwest
- Southeast
- Southwest

Arkansas Department of
Emergency Management

- Central - Rick Kelley**
- (ADEM 210)
-Office (501) 683-6700
-Cell (501) 319-5015
-Fax (501) 683-7890
- Northwest - Tim Gehring**
- (ADEM 213)
-Office (479) 754-9752
-Cell (501) 319-5257
-Fax (479) 754-0730
- Northeast - Anthony Coy**
- (ADEM 212)
-Office (870) 935-3094
-Cell (501) 339-4860
-Fax (870) 935-8537
- Southwest - Teresa Smith**
- (ADEM 211)
-Office (870) 777-1478
-Cell (501) 580-9184
-Fax
- Southeast - Ken Ouellette**
- (ADEM 214)
-Office (870) 367-3592
-Cell (501) 554-0815
-Fax (870) 367-3634

STANDARD TERMS AND CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The state reserves the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the state.
3. **BID SUBMISSION:** Bids must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for bid opening. If this form is not used, the bid may be rejected. The bid must be typed or printed in ink. The signature must be in ink. Unsigned bids will be disqualified. The person signing the bid should show title or authority to bind his firm in a contract. Each bid should be placed in a separate envelope completely and properly identified. Late bids will not be considered under any circumstances.
4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in **term contracts** are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The state may order more or less than the estimated quantity on term contracts. Quantities stated on **firm contracts** are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the bid invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The state reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the state may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the state. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The bid cannot be altered or amended after the bid opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
12. **AWARD: Term Contract:** A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. **Firm Contract:** A written state purchase order authorizing shipment will be furnished to the successful bidder.
13. **LENGTH OF CONTRACT:** The invitation for bid will show the period of time the term contract will be in effect.
14. **DELIVERY ON FIRM CONTRACTS:** The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.
15. **DELIVERY REQUIREMENTS:** No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

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- 16. STORAGE:** The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 17. DEFAULT:** All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.
- 18. VARIATION IN QUANTITY:** The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
- 19. INVOICING:** The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary state agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.
- 20. STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.
- 21. PATENTS OR COPYRIGHTS:** The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
- 22. ASSIGNMENT:** Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
- 23. OTHER REMEDIES:** In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 24. LACK OF FUNDS:** The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.
- 25. DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.
- 26. CONTINGENT FEE:** The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.
- 27. ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this state for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
- 28. DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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BID NO: SP-16-XXXX

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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: Yes No SUBCONTRACTOR NAME: _____

TAXPAYER ID NAME: _____ IS THIS FOR:
 Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

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.] | |
|----------------------------------|--------------------------|--------------------------|--|---------------|-------------|---|----------|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Relation |
| General Assembly | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| Constitutional Officer | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |
| State Employee | <input type="checkbox"/> | <input type="checkbox"/> | | | | | |

None of the above applies

FOR A VENDOR (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? | | |
|----------------------------------|--------------------------|--------------------------|---|---------------|-------------|--|------------------------|---------------------|
| | Current | Former | | From MM/YY | To MM/YY | Person's Name(s) | Ownership Interest (%) | Position of Control |
| General Assembly | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| Constitutional Officer | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| State Board or Commission Member | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |
| State Employee | <input type="checkbox"/> | <input type="checkbox"/> | | | | | | |

None of the above applies

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 _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency _____ Agency _____ Contact _____ Contract
Number _____ Name _____ Contact Person _____ Phone No. _____ or Grant No. _____