



State of Arkansas
Department of Finance and Administration
Purchasing
1515 West 7th St. Suite 700
Little Rock, Arkansas 72201

REQUEST FOR QUOTATION

RFQ Number: 1000768467	Buyer: Shawn Pierce
Commodity: Janitorial Service Agency: DFA – Monticello Revenue Office	Bid Opening Date: January 20, 2017
Date Issued: 12/13/2016	Bid Opening Time: 10:00 AM Central 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".

Vendors are responsible for delivery of their bid documents to the Department of Finance and Administration-Purchasing 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 DFA-Purchasing 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.

<u>MAILING ADDRESS:</u> Department of Finance and Administration 1515 West Seventh Street, Suite 700 Little Rock, AR 72201 <u>TELEPHONE NUMBER:</u>	<u>BID OPENING LOCATION:</u> Department of Finance and Administration 1515 West Seventh Street, Suite 700 Little Rock, AR 72201
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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

EIN: _____ SSN: _____

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	1000768467

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. **ALTERATION OF ORIGINAL RFQ DOCUMENTS:** The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the DFA-Purchasing. 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/Contractor'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.
3. **REQUIREMENT OF AMENDMENT:** THIS RFQ MAY BE MODIFIED ONLY BY AMENDMENTS WRITTEN AND AUTHORIZED BY THE DFA-PURCHASING. 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.
4. **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 DFA-Purchasing 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.
5. **ADDITIONAL TERMS AND CONDITIONS:** The DFA-Purchasing 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 conditions, including those specifying information that must be submitted with a bid, shall be grounds for rejecting a bid.
6. **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 DFA-Purchasing 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.
7. **CURRENCY:** All bid pricing must be United States dollars and cents.
8. **LANGUAGE:** Bids will only be accepted in the English language.
9. **DISCLOSURE:** Do you have any relatives currently working for the State of Arkansas?

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Yes _____

No _____

If yes, please explain: _____

Are you related to any Legislator, Constitutional Officer, or Board of Commission Member?

Yes _____

No _____

If yes, please explain: _____

SECTION 1: GENERAL INFORMATION

1.1 INTRODUCTION

This Request for Quotation (RFQ) is issued by the DFA-Purchasing for the DFA State Revenue Office to provide Janitorial Service for one (1) building 506 W Gaines Monticello AR 71655

1.2 ISSUING AGENCY

The issuing office is the sole point of contact in the State for the selection process. Vendor questions regarding RFQ matters should be made through the DFA-Purchasing buyer, Shawn Pierce at 501-683-2115 or shawn.pierce@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 RFQ 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 are requested to respond to each numbered paragraph of the RFQ. **Vendors must submit one (1) signed ORIGINAL RFQ 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 DFA-Purchasing requests additional copies of the bid, they must be delivered within twenty-four (24) hours of request.
3. The DFA-Purchasing 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 RFQ, 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 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 RFQ, or in subsequent correspondence, that conflicts with or takes exception to a bid requirement in the RFQ.
 - 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 for a period of twelve (12) months from date of award, with option 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 forwarded to the:

DFA- Purchasing
PO Box 2485
Little Rock, AR 72203

All invoices must show a square footage and price per month.

An itemized invoice addressed to DFA-Purchasing reflecting the purchase order number, item description, quantity, and unit price is required.

The Contractor will be responsible to DFA-Purchasing and will submit invoices on a monthly basis. Contractor should submit invoices to the mailing address no later than the 10th of each month. Agency will process invoices not later than the 15th of the same month. The monthly invoice for June, due to the fiscal year, will be hand delivered or faxed to DFA-Purchasing no later than June 15th of each year.

Payment will 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. Purchase Order Number and/or Contract Number should be referenced on each invoice.

The contractor must provide either their Federal Employer Identification Number or Social Security Number prior to award of the contract. A space is provided within the bid document for the information to be provided. Failure to provide the information will result in award to the next lowest bidder.

1.7 RECORD RETENTION

The Contractor **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 (RFQ) will be processed in accordance with applicable State of Arkansas procurement procedures. Bids and documents pertaining to the (RFQ) 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 RFQ does not commit the DFA-Purchasing Official to award a contract(s), 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 CONTRACTOR RESPONSIBILITY

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

Subcontractors **will not** be considered for this RFQ or any resultant contract that may result from this RFQ.

The contractor shall give DFA-Purchasing immediate notice, in writing, by certified mail of any action which, in the opinion of the contractor, 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 DFA-Purchasing 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-Purchasing 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 contractor-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 DFA-Purchasing Official will be responsible for award and administration of any resulting contract.

1.15 PUBLICITY

News release(s) by a vendor pertaining to this RFQ or any portion of the project shall not be made without prior written approval of the DFA-Purchasing Official. Failure to comply with this requirement is deemed to be a valid reason for disqualification of the vendor’s bid. The DFA-Purchasing 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 unit cost per square footage – cleaned required number of days.

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

1.17 DELEGATION AND/OR ASSIGNMENT

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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 **30 days** following RFQ 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 price increase for janitorial supplies, the contractor may request a price adjustment at the time of the contract extension request, provided the contractor submits documentation from the manufacturer certifying/justifying the increased cost.

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.

In the event of an increase in the Federal or State Minimum Wage, this contract may be renegotiated based on the number of man-hours being expended on the contract. The Contractor will be required to supply such documentation as may be considered necessary by DFA-Purchasing to support a claim for higher compensation due to higher minimum wage requirements.

In the event of a general price decrease, the State shall be guaranteed full benefit of the price reduction for all undelivered purchase orders on the effective date of the decrease and thereafter.

1.20 SERVICE ADDRESS

DFA-State Revenue Office
506 W Gaines
Monticello AR 71655

The agency requests janitorial service to begin February 1, 2017

"Working days" shall be defined as Monday through Sunday of each week exclusive of all official State holidays and the state office is closed due to inclement weather.

Repeated 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 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 contractor written notice of such cancellation (30) days prior to the date of cancellation.

1.22 STATE HOLIDAYS

New Year's Day	January 1	
Lee/King Birthday	January	Third Monday
Washington's Birthday	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

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Day after Thanksgiving	November	Fourth Friday
Christmas Eve	December 24	
Christmas Day	December 25	

Additional days can be proclaimed as holidays by the Governor, by Executive Proclamation.

SECTION 2 - SPECIFIC REQUIREMENTS

2.0 SCOPE OF WORK:

This Request for Quotation (RFQ) is issued by the DFA-Purchasing for DFA-State Revenue Office to provide Janitorial Service for one (1) building: State Revenue Office, 506 W Gaines, Monticello AR 71655.

The square foot price will be used to calculate the cost in the event the building cleaning area should become larger or be reduced. Approximate square footage is: 2,691 sq. ft. Current cleanable square footage is: 2,691 sq. ft. DFA-Purchasing reserves the right to make additions or deletions to square footage based on the tenant occupancy, construction requirements or unknown requirements at the time of this RFQ.

The Contractor shall provide all labor, equipment, and cleaning supplies needed to ensure satisfactory performance of the contract. Cleaning supplies that must be provided by the Contractor include, but are not limited to: trash can liners (floor trash receptacle liners and wall unit trash receptacles), sanitary napkin receptacle liners, all sanitizing and cleaning products used by the vendor in performance of this contract, and vacuum cleaners with HEPA filters. The Contractor is responsible for receiving, handling, storage, and delivery of all materials and equipment needed for the performance of this contract.

For compensation purposes, any increases or decreases which occur 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.

2.1 SITE VISIT - MANDATORY:

A site tour will be held at:

DFA-State Revenue Office
506 W Gaines
Monticello AR 71665

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

Tuesday January 10, 2017
10:00 AM
506 W Gaines
Monticello AR 71665

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.

Prior to the walk through each bidder is encouraged to carefully read the bid and have any questions prepared to insure a good understanding of the services required.

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

2.2 SERVICE HOURS

Janitorial (After-hours) services shall be performed: **after 5:00 PM except on holidays observed by the State.**

2.3 CONTRACTOR RESPONSIBILITY

- The Contractor **shall** take all precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building.
- The Contractor **shall** also be responsible for any loss or damage to the State's property and to the property of other's due to the Contractor's personnel, and shall make good, at his own expense, such loss or damage at the request of DFA-Purchasing.
- Equipment and Materials: The Contractor will 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 Contractor will purchase at Contractor's own expense such policy to cover Contractor's owned property.

2.4 GENERAL REQUIREMENTS

2.4.1 CHILDREN

- **Children are not permitted at anytime to accompany the Contractor or employee's while they are performing the duties required as stated in this RFQ.**
- **Contractor or employees bringing children in the building at anytime shall constitute sufficient cause for contract termination.**

2.8.2 CONTACT INFORMATION

- The Contractor shall submit to DFA-Purchasing personnel the name and phone number of the contact person.

2.8.3 DUTIES, CLEANING

DFA-Purchasing reserves the right to request that duties not completed during regular cleaning hours be performed the following workday. Repeated violations of the contract terms may result in contract termination or monetary deductions from Contractor's payment equal to the reduced scope of work.

2.8.4 EMERGENCY CONDITIONS

- Emergency conditions brought about by Contractor's acts/omissions, defective plumbing, unlocked doors, fire hazards or other failures shall be reported to appropriate authorities (DFA-Purchasing Personnel, emergency responders, etc) immediately by janitorial personnel.

2.8.5 EMPLOYEES

- Contractor will supply a list of the employees that are to be placed at the service location.
- Contractor shall provide janitorial services with persons who are in a direct employment relationship with the Contractor; therefore subcontracting of any and all janitorial services is strictly prohibited and grounds for contract termination.
- The Contractor agrees to replace any personnel who may become incompatible with the State, with DFA-Purchasing being the sole judge of the incompatibility.
- Prior to any change of personnel, the Contractor shall notify DFA-Purchasing.

2.8.6 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.
- All employees must remain inside the building, unless accomplishing a required task (e.g. removing trash from building to dumpster or sweeping the parking lot), until all cleaning duties have been completed for the schedule time.
- Expenses associated for DFA-Purchasing employees responding to security notification(s) due to propped doors may, upon the request of DFA-Purchasing, be a reimbursable expense made by the contractor, to DFA-Purchasing either in the form of a direct payment or a credit to the account.

- Absolutely no one is to be admitted to the building after closing for any reason unless it is personnel associated with the local fire, police or ambulance services.

2.8.7 INSPECTIONS, MONTHLY

- The Contractor shall provide a monthly 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 cleaner at the time of the inspection.
- Contract Inspector shall contact DFA-Purchasing building personnel to discuss any problems.

2.8.8 INVENTORY, CLEANING SUPPLIES

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

2.8.9 KEYS

- Building Manager will assign all building keys to Contractor.
- Copies of keys are not to be made by the Contractor.

2.8.10 LIGHTING, AREA

- The Contractor 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 Contractor will only light the area of the building they are actively working in and turn off the lights when exiting the area. Violations are grounds for contract termination.

2.8.11 MATERIALS AND SUPPLIES

**AT THIS TIME THE DFA REVENUE OFFICE WILL BE RESPONSIBLE FOR THE FOLLOWING:
The purchase of toilet paper, paper towel and hand soap used by the DFA Revenue employees.**

- The Contractor will be responsible for the purchasing of cleaning supplies and 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.

2.8.12 REFERENCES

Bidders are required to submit the following references to DFA-Purchasing, when requested, prior to award:

- Vendors should submit at least three (3) reference accounts, to whom vendor has been providing client services of a same or similar nature within the last two (2) years.
- Each reference should include contact person, telephone numbers including cell phone number if possible, and email address.
- DFA-Purchasing (OSP) reserves the right to contact any or all clients of the bidder even if they were not provided by the prospective vendor.

2.8.13 REPORTED CIRCUMSTANCES

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

2.8.14 RENEWAL, INFORMATION

- DFA-Purchasing shall notify the Contractor at least (120) 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 RFQ shall be construed as to waive the sovereign immunity of the State or any entities thereof.

2.8.15 RESPONSE TIME, CONTRACTOR

- It is crucial that the Contractor respond to DFA-Purchasing in a timely manner.
- It is required that should the agency make contact with the Contractor and the Contractor fails to respond within four (4) hours, the contract may be terminated immediately for default.

2.8.16 SAFETY PLANS

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

2.8.17 TRASH

- Building door(s) must not be propped open for the removal of trash.
- All trash is to be removed from the building at one time.

SECTION 3 - SPECIFIC REQUIREMENTS

3.0 SERVICES

The levels of service are identified in this Request for Quotation and the contractor shall accomplish all cleaning tasks to meet the minimum requirements in this Request for Quotation. The minimum cleaning frequencies are established in this Request for Quotation for the Revenue building located in Monticello, AR. **The total approximate square footage for this contract is 2,691 sq. ft.**

3.1 BASIC CLEANING SERVICES

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

- 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 all 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.
- Damp mop hard surface floors.
- Using an approved spotter, spot clean carpeted areas.
- Wash all interior glass windows in the building and any exterior glass windows at building entrances and wipe clean the frames.
- Vacuum carpet floors including corners and edges.
- Using an approved spotter, remove spots from walls, light receptacles, doors, furniture, cabinets and cabinet doors.
- Detail/vacuum carpet floors, corners and edges.

3.2 CLEANING SERVICE DUTIES AND FREQUENCIES:

(A) MONDAY-FRIDAY

(1) OFFICE CLEANING

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

(a) Dusting:

- Desks, filing cabinets, bookcases, 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, high and low ledges, moldings, and picture frames shall be dusted with a dust control treated cloth.
- Classroom chairs, desks, and tables 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:

- 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 and dry polished without moving any items.
- Partition glass shall be cleaned within 96" of the floor.

(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, 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.

(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 and chairs) shall be vacuumed weekly.
- 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.

(2) RESTROOMS

(a) Floors:

- Mopped and rinsed with a cleaning detergent and sanitized. Wet floor signs are required on any wet floor surfaces.
- Swept and damp mopped.
- Floors shall be cleaned and free of streaks, mop strand marks and skipped areas.
- Special attention shall be given to maintaining the appearance of the 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 exist.
- 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, chromium 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 and spots shall be removed without causing unsightly discoloration.
- All handles on doors, faucets, and stalls will be cleaned and sanitized.

(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.

(3) RECEPTACLES

(a) Waste Receptacles:

- Fresh liner 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.

(4) ELEVATORS – N/A

(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.
- 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 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. 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.

(5) ENTRANCES, LOBBIES, CORRIDORS, AND FOYERS

(a) Floors:

- Dust mopped, damp mopped, and buffed daily. 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.
- Mats shall be swept and cleaned.

(b) Carpets and Mats:

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

(c) Surfaces:

- Dusted.
- 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:

- Spot cleaned.
- Smudges, marks, tape, tape residue, or spots shall be removed without causing unsightly discoloration.

(e) Drinking Fountains:

- Drinking Fountains are to be 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:

- Interior and exterior glass in entrance areas and interior glass at lobbies, corridors, and foyers shall be cleaned and free of dirt, grime, dust, streaks, watermarks and spots.
- Glass shall not be cloudy.

(g) Stainless:

- Stainless surfaces shall be polished and free of smears, stains, and finger marks.
- Surfaces shall have a uniform luster.

(h) Waste Receptacles:

- Fresh liner 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.

(i) Ash Receptacles:

- 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.

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

- Clean and sanitized daily.

(6) STAIRWAYS – N/A

(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

(7) BREAK ROOMS AND KITCHEN AREAS

(a) Floors:

- Wet or damp mopped. 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.

(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) Doors and Glass:

- 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.

(8) OUTSIDE ENTRANCES

(a) Inspect and Monitor:

- Sweep, clean, and pick up debris, including any gum removal

(B) WEEKLY

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

(1) CARPETS

(a) Vacuuming of Hard To Reach Areas:

- Under desks, chairs, and around corners.
- Care should be taken to keep wall corners free of dust and to use the required 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 the surfaces.

(b) Any Granite, Marble, or Other Special Surfaces:

- Cleaned and scrubbed.
- A polish/protectant shall be used to meet the certification requirements shown in Table 1.

(3) CLOTH CHAIRS

(a) Vacuumed:

- Vacuumed weekly.
- Chairs shall be free of obvious dirt, dust and other debris.

(4) ALL PAVED/TILE FLOORING IN ENTRANCES, LOBBIES, CORRIDORS, FOYERS, RESTROOMS AND OTHER HIGH TRAFFIC AREAS

- Mop and rinse all hard surface floors.
- Chairs shall be cleaned and free of streaks, dirt, and map strand marks.
- Walls, baseboards, and other adjacent surfaces shall be free of splashing and markings from the equipment.
- Baseboards must be kept clean.

(5) STAIRWAYS – N/A

(a) Mopping:

- Soap mopped and rinsed. 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.

(6) DECORATIVE PLANTS (COMMON AREAS ONLY) - N/A

(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.

(7) BREAKROOM AND KITCHEN AREAS

(a) Tile Finish:

- Damp Mopped.
- Floors shall be free of streaks, mop strand marks, and string.
- Walls, baseboards, and other surfaces shall be free of splashing and marking from equipment.

(8) PARKING DECK, SIDEWALK, RAMPS, DUMPSTER AREA, DELIVERY TRUCK/EAST DRIVEWAY AREA AND WEST DRIVEWAY AREA - N/A

(a) Inspect and Monitor:

- Cans, bottles, and other debris picked up.
- Grounds and sidewalks areas shall be free of all paper, trash, empty bottles, and other discarded material.
- Debris picked up and swept.
- No dirt should be left in corners, crevices, or where sweepings were picked up.

(9) HEATING, VENTILATION AND AIR CONDITIONING (HVAC) VENTS AND LOUVERS – N/A

(a) Dusting:

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

(C) MONTHLY – N/A

(1) ALL COMPOSITION VINYL/PAVER TILE FLOORING IN ENTRANCES, RESTROOMS, FILE ROOM, MICROFILM ROOM, COMPUTER ROOM AREA, BREAK ROOMS, MAINTENANCE OFFICE, AND OTHER HIGH TRAFFIC AREAS

(a) Scrubbed and High Speed Buffed:

- Floor finish applied where worn, except for ceramic tile restroom floors.
- Mop & rinse all hard surface floors not being buffed. Wet floor signs are required on any wet floor surfaces.
- Floors shall be cleaned and free of streaks, dirt, mop strand-marks, and skipped areas.
- Walls, baseboards, and other surfaces shall be free of splashing & markings from the equipment.

(2) RESTROOMS

(a) Ceramic Tile Floors:

- 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 sanitize.

(3) PARQUET FLOORS

(a) Clean

- Floors shall be cleaned & free of streaks, dirt, mop strand marks & skipped areas.
- Walls, baseboards & other surfaces shall be free of splashing & markings from the equipment.

(4) GLASS

(a) Interior Glass:

- Wash all glass within building from top to bottom on both sides
- Glass shall be cleaned and free of dirt, grime, dust, streaks, watermarks and spots.
- Glass shall not be cloudy.

(5) DEAD STORAGE – N/A

(a) Cleaning:

- Areas where no personnel are assigned are to be cleaned upon tenant's request.
- Cleaning tasks shall include a thorough sweeping.
- Floors shall be clean and free of spills, trash, and foreign matter.
- No dirt shall be left in corners, behind radiators or behind doors.

(6) VENETIAN BLINDS

(a) Cleaning:

- Both sides of venetian blinds slats shall be cleaned and free of dust and water spots.
- Venetian blind cords and tapes are to be clean.

(7) CORRIDORS, LOBBY, FOYER, WALLS

(a) Walls, Ledges, and Glass:

- Dust all areas including any overhead pipes.
- Cleaning should take place from floor to ceiling.
- Interior glass, where present, shall be cleaned and free of streaks on both sides. Not cloudy.

(8) DIRECTORY PANELS – N/A

(a) Cleaning:

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

(9) CONCRETE STAIRS - N/A

(a) Scrubbed:

- Floors are to be machine scrubbed and refinished as needed.
- Areas not accessible with a machine are to be hand scrubbed.
- Floors shall be cleaned free of dirt, streaks, mop strand marks and skipped areas.
- Walls, baseboards, and other surfaces shall be free of splashing and marking from equipment.

(D) SEMI-ANNUALLY (September, March) -N/A

(1) ALL COMPOSITE VINYL/PAYER TILE FLOORING (including stair landings):

(a) Stripped and Refinished:

- All old finish or wax shall be removed.
- There shall be no evidence of gum, rust, burns, or scuff marks.
- Minimum of three (3) coats of sealer/wax.
- Surfaces shall be free of finish residue and marks from equipment.
- Floors shall be free of streaks, mop strands, and skipped areas.
- The finished areas shall have a uniform luster without marks.

- The Contractor is responsible for obtaining a signed receipt from the ABA contact person within (48) hours after the completion of the work.
- NON-SKID FINISH IS TO BE USED FOR STAIRS.

(2) ALL PARQUET FLOORS – N/A

(a) Finishing:

- Floors are to be scrubbed and finished with a commercial product made especially for parquet.
- Surfaces shall be free of finish residue.
- Floors shall be free of streaks, mop strand marks, and skipped areas.
- The finished areas shall have a uniform luster without marks.

All waxed surfaces must be maintained so as to provide safe anti-slip walking conditions. In areas with rugs, the operation is to be performed underneath the rugs at least one (1) foot from the edge. Chairs, wastepaper baskets and other similar items shall not be stacked on desks, tables or under window sills. Upon completion of work, all furniture must be returned to its original position. Signs will be posted during waxing or scrubbing operation.

(3) CARPETS – N/A

(a) Steam Clean Carpets:

- Steam Clean Process: Use a quality spotting agent on all spots. Steam clean, re-spotting all stains that did not come out, and scrub with buffer using the carpet brush. Re-spot and let solution set for 15 minutes, then steam clean again. This process will remove any stains that have not become a part of the carpet.
- The Contractor is responsible for obtaining a signed receipt from the ABA contact person within (48) hours after the completion of the work.
- The Contractor shall submit a schedule for accomplishment of the work, as well as a step-by-step outline of the procedure to be used prior to the awarding of the bid. The Contractor will be responsible for obtaining a receipt signed by the assigned janitorial contact person within 48 hours after the completing of any of the above carpet cleaning.

(b) Shampooing:

- Shampoo all carpets in the entire building: 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 tenant.
- Shampooing: Carpets shall be cleaned & free of dirt, grime, stains, and crusted material.
- The Contractor shall submit a schedule for accomplishment of the work, as well as a step-by-step outline of the procedure to be used prior to the awarding of the bid. The Contractor will be responsible for obtaining a receipt signed by the assigned ABA janitorial contact person within 48 hours after the completing of any of the above carpet cleaning.

SECTION 4: PERFORMANCE STANDARDS

DAILY DUTIES: MONDAY-FRIDAY

Office Cleaning

- Dusting
- Thorough Dusting
- Glass Cleaning
- Floors (Swept and/or Damp Mopped)

Restrooms

- Floors (Swept and Damp Mopped)
- Water Closets and Fixtures
- Waste Receptacles

Receptacles

- Waste Receptacles

Elevators – N/A

- Carpets (Vacuumed)
- Walls (Dusted)

Entrances, Lobbies, Corridors, and Foyers

- Floors (Swept and/or Damp Mopped)
- Carpets and Mats
- Surfaces
- Walls

Employee Lounge

- Floors (Swept and/or Damp Mopped)
- Waste Receptacles

- Carpets (Vacuumed)
- Wastebaskets (Emptied)
- Wall Surfaces, Partitions, Doors, Doorframes, Switch and Receptacle Plates (Spot Cleaned)

- Towel and Tissue Dispensers (Refilled)
- Wall Surfaces, Stall Partitions, Doors, Door Frames, Switch and Receptacle Plates (Spot Cleaned)

- Doors, Operation Panel, Handrail, and Metal Trim
- Elevator Car Door and Floor Landing Track

- Drinking Fountains
- Glass Areas
- Waste Receptacles
- Ash Receptacles

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

- Building Door and Glass

WEEKLY

- Carpets (Vacuum hard to reach areas)
- Restrooms (Stall Partitions and Doors)
- Cloth Chairs (Vacuumed)
- All Paved/Tile Flooring in Entrances, Lobbies, Corridors, Foyers, Restrooms and Other High Traffic Areas

MONTHLY

- Glass (Includes all internal glass)
- Restrooms

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Square Feet _____ Price per Square Foot _____

Total Monthly Price: _____

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.

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SITE VISIT VERIFICATION FORM

THIS IS TO VERIFY THAT _____ OF _____
Representative Name Company

_____ OF _____
Representative Name Company

_____ OF _____
Representative Name Company

_____ OF _____
Representative Name Company

_____ OF _____
Representative Name Company

_____ OF _____
Representative Name Company

HAS COMPLETED A SITE VISIT AT: 506 W Gaines Monticello AR 71655

Revenue Representative

Date

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 DFA-Purchasing 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 DFA-Purchasing 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 DFA-Purchasing. 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 DFA-Purchasing 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 DFA-Purchasing 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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