



# STATE OF ARKANSAS

## OFFICE OF STATE PROCUREMENT

1509 West 7th Street, Room 300  
Little Rock, Arkansas 72201-4222

### INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Bid Number:	SP-19-0109	Solicitation Issued:	October 8, 2019
Description:	Unarmed Security Guards		
Agency:	Division of Building Authority		

SUBMISSION DEADLINE FOR RESPONSE			
Bid Opening Date:	October 31, 2019	Bid Opening Time:	2:00 p.m., Central Time
<p>Deliver bid submissions for this Invitation For Bid to the Office of State Procurement on or before the designated bid opening date and time. In accordance with Arkansas Procurement Law and Rules, it is the responsibility of Prospective Contractors to submit bids at the designated location on or before the bid opening date and time. Bids received after the designated bid opening date and time may be considered late and may be returned to the Prospective Contractor without further review. It is not necessary to return "no bids" to OSP.</p>			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address:	<p>Office of State Procurement 1509 West 7<sup>th</sup> Street, Room 300 Little Rock, AR 72201-4222</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to OSP's street address on a schedule determined by each individual provider. These providers will deliver to OSP based solely on the street address. <b>Prospective Contractors assume all risk for timely, properly submitted deliveries.</b></p>
Bid's Outer Packaging:	<p>Seal outer packaging and properly mark with the following information. If outer packaging of bid submission is not properly marked, the package may be opened for bid identification purposes.</p> <ul style="list-style-type: none"> <li>• Bid number</li> <li>• Date and time of bid opening</li> <li>• Prospective Contractor's name and return address</li> </ul>

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION			
OSP Buyer:	Wendy Gossett	Buyer's Direct Phone Number:	501-371-6070
Email Address:	wendy.gossett@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx">http://www.dfa.arkansas.gov/offices/procurement/Pages/default.aspx</a>		

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

- **Do not provide responses to items in this section unless specifically and expressly required.**

### **1.1 PURPOSE**

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Division of Building Authority (DBA) to obtain pricing and a contract for Unarmed Security Guard Services for six (6) DBA locations in Little Rock, Arkansas.

### **1.2 TYPE OF CONTRACT**

- A. As a result of this IFB, OSP intends to award a contract to a single Contractor.
- B. The anticipated starting date for any resulting contract is January 1, 2020, except that the actual contract start date may be adjusted forward unilaterally by the State for up to three calendar months. By submitting a signed bid in response to the IFB, the Prospective Contractor represents and warrants that it will honor its bid as being held open as irrevocable for this period.
- C. The initial term of a resulting contract will be for one (1) year. Upon mutual agreement by the Contractor and agency, the contract may be renewed by OSP for up to six (6) additional one-year terms or portions thereof, not to exceed a total aggregate contract term of seven (7) consecutive years.

### **1.3 ISSUING AGENCY**

OSP, as the issuing office, is the sole point of contact throughout this solicitation process.

### **1.4 BID OPENING LOCATION**

Bids will be opened at the following location:

Office of State Procurement  
1509 West Seventh Street, Room 300  
Little Rock, AR 72201-4222

### **1.5 ACCEPTANCE OF REQUIREMENTS**

- A. A Prospective Contractor **must** unconditionally accept all Requirements in the Requirements Section(s) of this IFB to be considered a responsive Prospective Contractor.
- B. A Prospective Contractor's bid will be rejected if a Prospective Contractor takes exceptions to any Requirements in the Requirements Section(s) of this IFB.

### **1.6 DEFINITION OF TERMS**

- A. The State Procurement Official has made every effort to use industry-accepted terminology in this *Bid Solicitation* and will attempt to further clarify any point of an item in question as indicated in *Clarification of Bid Solicitation*.
- B. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.
- C. "Prospective Contractor" means a person who submits a bid in response to this solicitation.
- D. "Contractor" means a person who sells or contracts to sell commodities and/or services.
- E. The terms "Invitation For Bid", "IFB," "Bid Solicitation," and "Solicitation" are used synonymously in this document.
- F. "Responsive bid" means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

- G. "Bid Submission Requirement" means a task a Prospective Contractor **must** complete when submitting a bid response. These requirements will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- H. "Requirement" means a specification that a Contractor's product and/or service **must** perform during the term of the contract. These specifications will be distinguished by using the term "**shall**" or "**must**" in the requirement.
- I. "State" means the State of Arkansas. When the term "State" is used herein to reference any obligation of the State under a contract that results from this solicitation, that obligation is limited to the State agency using such a contract.

## 1.7 **RESPONSE DOCUMENTS**

### A. Bid Response Packet

1. The following are Bid Submission Requirements and **must** be submitted in the original Bid Response Packet.
  - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
    - i. An official authorized to bind the Prospective Contractor(s) to a resultant contract **must** sign the Bid Signature Page included in the *Bid Response Packet*.
    - ii. Prospective Contractor's signature signifies agreement to and compliance with all Requirements in this IFB, and that any exception that conflicts with a Requirement or Bid Submission Requirement of this *Bid Solicitation* will cause the Prospective Contractor's bid to be rejected.
    - iii. Bid response **must** be in the English language.
  - b. One (1) original *Official Bid Price Sheet*. Pricing **must** be proposed in U.S. dollars and cents.
  - c. One (1) original signed mandatory site visit verification form. (See *Mandatory Site Visit*.)
  - d. Copy of business registration from the Arkansas Secretary of State's Office. (See *Prospective Contractor Qualifications*).
  - e. Copy of business license issued by applicable City or County (See *Prospective Contractor Qualifications*).
  - f. Copy of Private Security Company License issued by the Arkansas State Police
2. The following items should be submitted in the original Bid Response Packet as an electronic copy, preferably on a flash drive and in PDF format.
  - a. One (1) copy of the *Official Bid Price Sheet*,
  - b. EO 98-04 Disclosure Form. (See *Standard Terms and Conditions, #25. Disclosure*.)
  - c. Copy of Prospective Contractor's *Equal Opportunity Policy*. (See *Equal Opportunity Policy*.)
  - d. A copy of each Low-Pressure Boiler Monitor's license for the Boiler Monitors anticipated to provide services under a resulting contract. (See *Low-Pressure Boiler Monitor License*).

**DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.

## 1.8 **CLARIFICATION OF BID SOLICITATION**

- A. Submit any questions requesting clarification of information contained in this *Bid Solicitation* in writing via email by 2:00 p.m., Central Time on or before October 16, 2019 to the OSP buyer as shown on page one (1) of this *Bid Solicitation*.

1. For each question submitted, Prospective Contractor should reference the specific solicitation item number to which the question refers.
  2. Prospective Contractors' written questions will be consolidated and responded to by the State. The State's consolidated written response is anticipated to be posted to the OSP website by the close of business on October 21, 2019. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or reserves the right not to respond to that question(s).
- B. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, responsive proposal. Prospective Contractors should note that it is the responsibility of the Prospective Contractor to seek resolution of all such issues, including those relating to the terms and conditions of the contract, prior to the submission of a bid.
  - C. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
  - D. An oral statement by OSP will not be part of any contract resulting from this solicitation and may not reasonably be relied on by any Prospective Contractor as an aid to interpretation unless it is reduced to writing and expressly adopted by OSP.
  - E. Prospective Contractors entering into a contract with the State **shall** comply with all the terms and conditions contained herein.

#### 1.9 **PRICING**

- A. Prospective Contractor(s) **shall** include all pricing on the Official Bid Price Sheet only. If any cost is not identified by the Prospective Contractor but is subsequently incurred in order to achieve successful operation, the Contractor **shall** bear this additional cost. The *Official Bid Price Sheet* is provided as a separate electronic file posted with this *Bid Solicitation*.
- B. To allow time to review bids, prices **must** be valid for 90 days following the bid opening.
- C. DO NOT submit any ancillary information not related to actual pricing on or with the Bid Price Sheet.
- D. The Official Bid Price Sheet includes two (2) tabs.
- E. Table 1: *DBA Locations* – Includes each of the six (6) DBA locations to which Unarmed Security Guards and Licensed Boiler Monitors **must** be provided.
  1. In the blue shaded pricing cell(s), the Prospective Contractor **shall** list the bill rate per hour for providing each DBA location with Unarmed Security Guards and Licensed Boiler Monitors as indicated for the estimated number of hours provided.
  2. Prospective Contractors **shall** provide pricing for all DBA locations listed in Table 1. Should a Prospective Contractor fail to price a DBA location or fail to provide a cost in any of the blue shaded pricing cells, the Prospective Contractor's bid response will be rejected.
  3. The bill rate the Prospective Contractor provides **must** include all costs associated with fulfilling the Requirements of this IFB and with providing Unarmed Security Guard services to the DBA locations listed including but not limited to costs associated with:
    - a. Hourly rates of pay
    - b. Overtime Pay
    - c. Providing replacement/substitute Guards
    - d. Holiday Pay

- e. Providing the Security Management System (See *Security Management System*).
  - f. Court appearances and testimony
  - g. Drug testing
  - h. Training
4. Table 1 will be used to determine lowest cost.
- F. Table 2: *Security Management System* – In the blue shaded pricing cell, the Prospective Contractor **shall** list the name of the Security Management System to be utilized under a resultant contract. (See *Security Management System*).
1. Table 2 will not be used to determine lowest cost.
- G. Table 3: *Guard Hourly Rate of Pay and Bill Rate Breakdown* – Includes the Guards' and Licensed Boiler Monitors' title, hourly rate of pay, and bill rate breakdown.
1. In the column named *Unarmed Security Guard Title*, the Prospective Contractor **shall** provide the title (e.g. Regular Guard, Guard Supervisor, Substitute Guard, Licensed Boiler Monitor) for all Guards and Boiler Monitors the Contractor will utilize to fulfill the Requirements of this IFB.
  2. In the blue shaded pricing cells, the Prospective Contractor **shall** provide the hourly rates of pay for all Guards and Boiler Monitors listed in the Unarmed Security Guard Title column.
    - a. The hourly rate of pay **must** only include the Guard's or Boiler Monitor's actual hourly rate of pay. The Prospective Contractor **shall not** include any other associated costs in the hourly rate of pay provided.
  3. In the *Bill Rate Breakdown* column, the Prospective Contractor **shall** provide a complete list of expenses included in the Prospective Contractor's Bill Rate provided on Table 1. For example, a Prospective Contractor's Bill Rate may include costs such as rental space, drug testing, training, and utilities.

#### **1.10 PRIME CONTRACTOR RESPONSIBILITY**

- A. A single Prospective Contractor **must** be identified as the prime Contractor.
- B. The prime Contractor **shall** be responsible for the contract and jointly and severally liable with any of its affiliates, or agents to the State for the performance thereof.

#### **1.11 INDEPENDENT PRICE DETERMINATION**

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

#### **1.12 PROPRIETARY INFORMATION**

- A. Submission documents pertaining to this *Bid Solicitation* become the property of the State and are subject to the Arkansas Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the State competitive bidding process, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.

- C. Prospective Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Prospective Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the *Bid Response Packet*. A CD is also acceptable. Do not submit documents via email or fax.
- G. Except for the redacted information, the redacted copy **must** be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the Prospective Contractor.
- J. If a redacted copy of the submission documents is not provided with Prospective Contractor's *Bid Response Packet*, a copy of the non-redacted documents, with the exception of financial data (other than pricing), will be released in response to any request made under the Arkansas Freedom of Information Act (FOIA).
- K. If the State deems redacted information to be subject to FOIA, the Prospective Contractor will be contacted prior to release of the documents.
- L. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

### **1.13 CAUTION TO PROSPECTIVE CONTRACTORS**

- A. Prior to any contract award, address all communication concerning this *Bid Solicitation* through the OSP buyer.
- B. Do not alter any language in any solicitation document provided by the State.
- C. Do not alter the Official Bid Price Sheet.
- D. All official documents and correspondence related to this solicitation become part of the resultant contract.
- E. The State has the right to award or not award a contract, if it is in the best interest of the State to do so.
- F. The State reserves the right to investigate as necessary to determine if the lowest-bidding, apparent successful Contractor meets the Requirements of this IFB.
  - 1. If the lowest-bidding, apparent successful Contractor is determined by the State not to meet the Requirements of this IFB, the Prospective Contractor's bid may be rejected.
  - 2. Should the lowest-bidding, apparent successful Prospective Contractor's bid be rejected, the State reserves the right to investigate as necessary to determine if the second lowest-bidding, apparent successful Contractor meets the Requirements of this IFB. The State reserves the right to continue this process until a responsive Prospective Contractor has been determined.
  - 3. Upon request from OSP and for the purpose of investigation, the apparent successful Prospective Contractor **shall** provide clarification, information, and documentation pertaining to the apparent successful Prospective Contractor's experience, ability, and qualifications to meet the Requirements described in the IFB prior to contract award.

4. Should the apparent successful Prospective Contractor fail to provide the clarification, information, and documentation requested within the timeframe specified by OSP, the Prospective Contractor's bid may be rejected.
- G. As requested, provide clarification regarding Prospective Contractor's bid response to OSP.
- H. Qualifications and proposed services **must** meet or exceed the required specifications as set forth in this *Bid Solicitation*.
- I. Prospective Contractors may submit multiple bids.

#### 1.14 **REQUIREMENT OF ADDENDUM**

- A. Only an addendum written and authorized by OSP will modify this *Bid Solicitation*.
- B. An addendum posted within three (3) calendar days prior to the bid opening may extend the bid opening and may or may not include changes to the Bid Solicitation.
- C. The Prospective Contractor is expected to check the OSP website, <http://www.arkansas.gov/dfa/procurement/bids/index.php>, for any and all addenda up to bid opening.

#### 1.15 **AWARD PROCESS**

##### A. Prospective Contractor Selection

1. Award will be made to the lowest-bidding, responsible Prospective Contractor as determined from the amount auto-populated into the *Total Estimated Cost for the Initial Term* cell on the Official Bid Price Sheet.

##### B. Negotiations

1. If the State so chooses, negotiations may be conducted with the lowest-bidding Prospective Contractor. Negotiations are conducted at the sole discretion of the State.
2. If negotiations fail to result in a contract, the State may begin the negotiation process with the next lowest-bidding Prospective Contractor. The negotiation process may be repeated until the anticipated Prospective Contractor has been determined, or until such time the State decides not to move forward with an award.

##### C. Anticipation to Award

1. Once the anticipated Prospective Contractor has been determined, the anticipated award will be posted on the OSP website at [http://www.arkansas.gov/dfa/procurement/pro\\_intent.php](http://www.arkansas.gov/dfa/procurement/pro_intent.php).
2. The anticipated award will be posted for a period of fourteen (14) days prior to the issuance of a contract. Prospective Contractors and agencies are cautioned that these are preliminary results only, and a contract will not be issued prior to the end of the fourteen-day posting period.
3. OSP may waive the policy of Anticipation to Award when it is in the best interest of the State.
4. It is the Prospective Contractor's responsibility to check the OSP website for the posting of an anticipated award.

##### D. Issuance of Contract

1. Any resultant contract of this *Bid Solicitation* is subject to State approval processes which may include Legislative review.
2. A State Procurement Official will be responsible for the solicitation and award of any resulting contract.

**1.16 MINORITY AND WOMEN-OWNED BUSINESS POLICY**

- A. A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business owned by a lawful permanent resident of this State who is:
- African American
  - American Indian
  - Asian American
  - Hispanic American
  - Pacific Islander American
  - A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs
- B. A women-owned business is defined by Act 1080 of the 91<sup>st</sup> General Assembly Regular Session 2017 as a business that is at least fifty-one percent (51%) owned by one (1) or more women who are lawful permanent residents of this State.
- C. The Arkansas Economic Development Commission conducts a certification process for minority-owned and women-owned businesses. If certified, the Prospective Contractor's Certification Number should be included on the *Bid Signature Page*.

**1.17 EQUAL OPPORTUNITY POLICY**

- A. In compliance with Arkansas Code Annotated § 19-11-104, OSP **must** have a copy of the anticipated Contractor's *Equal Opportunity (EO) Policy* prior to issuing a contract award.
- B. *EO Policies* should be included as a hardcopy accompanying the solicitation response.
- C. Contractors 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.
- D. Prospective Contractors who are not required by law to have an *EO Policy* **must** submit a written statement to that effect.

**1.18 PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS**

- A. Pursuant to Arkansas Code Annotated § 19-11-105, Contractor(s) providing services **shall** certify with OSP that they do not employ or contract with illegal immigrants.
- B. By signing and submitting a response to this *Bid Solicitation*, a Prospective Contractor agrees and certifies that they do not employ or contract with illegal immigrants. If selected, the Prospective Contractor certifies that they will not employ or contract with illegal immigrants during the aggregate term of a contract.

**1.19 RESTRICTION OF BOYCOTT OF ISRAEL**

- A. Pursuant to Arkansas Code Annotated § 25-1-503, a public entity **shall not** enter into a contract with a company unless the contract includes a written certification that the person or company is not currently engaged in and agrees for the duration of the contract not to engage in, a boycott of Israel.
- B. This prohibition does not apply to a company which offers to provide the goods or services for at least twenty percent (20%) less than the lowest certifying business.
- C. By checking the designated box on the Bid Signature Page of the response packet, a Prospective Contractor agrees and certifies that they do not, and will not for the duration of the contract, boycott Israel.

**1.20 PAST PERFORMANCE**

In accordance with provisions of State Procurement Law, specifically OSP Rule R5:19-11-230(b)(1), a Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is "responsible". Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.

**1.21 VISA ACCEPTANCE**

- A. Awarded Contractor should have the capability of accepting the State's authorized VISA Procurement Card (p-card) as a method of payment.
- B. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.

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C. VISA is not the exclusive method of payment.

**1.22 PUBLICITY**

A. Do not discuss the solicitation nor your bid response, nor issue statements or comments, nor provide interviews to any public media during the solicitation and award process.

B. Failure to comply with this Requirement may be cause for a Prospective Contractor's bid to be rejected.

**1.23 RESERVATION**

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

## **SECTION 2 – REQUIREMENTS**

- *Do not provide responses to items in this section unless specifically and expressly required.*

### **2.1 INTRODUCTION**

- A. This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) on behalf of the Division of Building Authority (DBA) to obtain pricing and a contract for Unarmed Security Guard Services for the following six (6) DBA locations in Little Rock, Arkansas:
1. Multi-Agency Complex (MAC)
  2. Winthrop Rockefeller Building
  3. Arkansas Public Service Commission at Main Street Mall
  4. Main Street Mall
  5. Arkansas Worker's Compensation Commission
  6. 5 Main Place
- B. The Contractor **shall** provide Unarmed Security Guards (hereinafter referred to as "Guards") for each DBA location as specified in this IFB.
- C. The Contractor **shall** provide a Low-Pressure Licensed Boiler Monitor Security Guard (hereinafter referred to as "Boiler Monitor") to be shared between the MAC and Winthrop Rockefeller Building locations.
- D. At the same hourly bill rate as set under a resultant contract, the Contractor **shall** provide replacement Guards and Boiler Monitors during shift breaks, lunch breaks, and at any other time as required to provide the shift coverage specified in this IFB. Other than the hourly bill rate, the State will not accept any claim for additional costs for providing replacement Guards and Boiler Monitors, including but not limited to overtime pay.
- E. Prospective Contractor **shall** participate in a mandatory site visit at each DBA location (See *Mandatory Site Visit*).

### **2.2 PROSPECTIVE CONTRACTOR QUALIFICATIONS**

- A. The Prospective Contractor **shall** be licensed by the Arkansas State Police as a Private Security Company and **shall** provide copies of the license with the Prospective Contractor's bid submission.
1. The Contractor **shall** maintain a current Private Security Company license throughout the aggregate term(s) of the resultant contract and **shall** submit a copy of the license each year prior to each renewal date.
- B. The Prospective Contractor **shall** be registered with the Arkansas Secretary of State's Office and **shall** provide a copy of the registration with the Prospective Contractor's bid submission.
1. The Contractor **shall** maintain a current registration with the Secretary of State's Office throughout the aggregate term(s) of the resultant contract and **shall** submit a copy of the registration prior to each renewal date.
- C. At the time of bid submission, the Prospective Contractor **shall** be licensed by the appropriate City or County in which the business is located and **shall** maintain a current business license throughout the aggregate term(s) of a resulting contract.
1. The Prospective Contractor **shall** provide a copy of the business license with the Prospective Contractor's bid submission and prior to each renewal date.
- D. Should the Contractor fail to maintain any of the licenses, certifications, registrations, or other Requirements of this IFB, the State reserves the right to terminate the contract in accordance with the cancellation procedures specified herein. (See *Cancellation*).

**2.3 REFERENCES**

- A. If requested by OSP prior to award, the Prospective Contractor **shall** submit a minimum of three (3) references from Arkansas clients to whom Prospective Contractor has provided the same or similar services for within the last two (2) years.
1. References provided **must** be on reference's company letterhead and **must** include a contact person, telephone number (including cell phone numbers if possible), and email address for the reference.
  2. OSP reserves the right to contact any of the Prospective Contractor's clients even if the Prospective Contractor did not provide the client as a reference to OSP.

**2.4 SECURITY GUARD AND BOILER MONITOR QUALIFICATIONS**

- A. Each Guard and Boiler Monitor **shall** have a Private Security Officer (PSO) license issued by the Arkansas State Police and **shall** meet Arkansas State Police standards as stated in Arkansas Code §17-40-306.
1. If requested by OSP prior to award, the Prospective Contractor **shall** provide a copy of each PSO license to OSP.
- B. Prior to providing services, each Guard including but not limited to substitute Guards and Boiler Monitors **shall** be trained and familiarized with each DBA location including but not limited to the grounds, building, and job duties. (See *Training Requirements*).
- C. Each Guard and Boiler Monitor **shall** have the capability to perform duties requiring moderate to strenuous physical exertion such as:
- a. Standing and/or walking for an entire shift with the ability to run, if necessary.
  - b. Climbing stairs and/or ladders.
  - c. Lifting and/or carrying heavy objects up to 50 lbs.
- D. Prior to performing services under a resultant contract, each Guard and Boiler Monitor **shall** submit to and pass a drug test. DBA reserves the right to request a copy of the drug test results. If requested, the Contractor **shall** provide the drug test results to DBA within twenty-four (24) hours of request from DBA.
1. The Contractor **shall** release from service under a resultant contract, any Guard or Boiler Monitor testing positive (at or above the cutoff concentration levels established by the US Department of Transportation or Arkansas Law) for a controlled substance as listed in the Arkansas's Uniform Controlled Substances Act.
  2. At a minimum, the controlled substances listed below **must** be designated to detect in the drug test:
    - a. Marijuana
    - b. Cocaine
    - c. Opiates
    - d. Amphetamines
    - e. PCP
    - f. Alcohol
- E. Prior to performing services under a resultant contract, each Boiler Monitor(s) **shall** possess, and throughout the aggregate term(s) of a resulting contract, **shall** maintain a Low-Pressure Boiler Monitor License. (See *Low-Pressure Boiler Monitors*).

**2.5 GENERAL SERVICE REQUIREMENTS**

- A. DBA reserves the right to change the services, locations, and shifts currently in place as of the issuance of this IFB.
- B. The Contractor **shall** provide an on-site supervisor for all locations who **shall** serve as a fill in if a Guard or Boiler Monitor fails to show for a shift. The Contractor **shall** provide shift coverage as specified herein and **shall not** allow any DBA location to be without service during the days and times stated.
1. DBA will notify the Contractor if a Guard or Boiler Monitor fails to show within fifteen (15) minutes of a shift change.
  2. Contractor **shall** respond to DBA inquiries within two (2) hours of initial contact regarding any Guard or Boiler Monitor related issue.
  3. The Contractor **shall** replace personnel as requested by DBA.
  4. The Contractor **shall** provide the names and phone numbers of the supervisory contact person on call during the Guards' and Boiler Monitor's scheduled hours to the DBA upon award.
- C. If the Guard or Boiler Monitor is involved in any action that requires appearance in court, at an administrative hearing or to provide testimony, the Contractor **shall** make scheduling adjustments and provide substitute Guards and/or Boiler Monitors as necessary to fulfill the Requirements of this IFB.
- D. DBA reserves the right to have Contractor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 et. seq.
- E. The Contractor **shall** report all incidents of employee endangerment or potentially harmful activity to DBA personnel as soon as reasonably possible but not later than thirty (30) minutes of the Guard or Boiler Monitor learning of the incident or activity. The Guard or Boiler Monitor **shall** follow additional guidance and/or instruction as provided by DBA.
- F. Guards and Boiler Monitors **shall** maintain a Guard Log that lists incident reports, special instructions from DBA, and other information as requested by DBA.
1. An assigned supervisor **shall** visit the individual DBA buildings at least once per week, at which time the supervisor **shall** sign and date the Guard log. Supervisor site visits are subject to change at DBA's discretion.
- G. Guards and Boiler Monitors **shall not** use electronic devices to view movies, videos, or listen to music during their assigned shift.
- H. The Contractor **shall** replace any Guard or Boiler Monitor who becomes incompatible with the building tenant or DBA's maintenance personnel, is consistently late, or has any other continuing issues. DBA reserves the right to final determination regarding incompatibilities and other issues that may warrant replacement.
- I. Guards and Boiler Monitors **shall not** use any telephones and/or any other equipment that is the property of the State of Arkansas unless authorized by State personnel. Unauthorized use is subject to reimbursement to the State based on DBA's monthly phone bill or other applicable invoices and/or tracking of computer usage by the State's Department of Information Services.
- J. Guards and Boiler Monitors **shall** report any loss or damage of the State's property and of the property of others due to the negligence or willful act of the Contractor's personnel and **shall** replace or repair, at Contractor's expense, such loss or damage.
- K. Guards and Boiler Monitors **shall not** make copies of any keys to the buildings belonging to the State.
1. The Contractor **shall not** remove building keys and access cards from State premises. The keys and access cards will be secured in a locked container at each building location by an assigned DBA staff.

- L. The Contractor **shall** provide Guards and Boiler Monitors in sufficient quantities to be staffed as specified herein for all DBA locations.
- M. Prior to providing services, the Contractor **shall** provide DBA with new and/or renewed licenses for Guards, Substitute Security Guards, and Boiler Monitor Guards assigned to DBA locations, as applicable.

## 2.6 REGULAR SECURITY GUARD SERVICES PER LOCATION

### A. Multi-Agency Complex (MAC), One Capitol Mall, Little Rock, AR, 72201.

- 1. The Contractor **shall** provide one (1) Guard stationed at the MAC's security office located on the first floor's west entrance, 24-hours per day, seven (7) days per week.
  - a. The Guard **shall** monitor building cameras and notify MAC's staff regarding any observed concerns.
  - b. The Contractor **shall** provide a Guard Monday through Sunday, including State observed holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following three (3) shifts:
    - Shift 1: 10:00 p.m. to 6:00 a.m. (8 hours per day)
    - Shift 2: 6:00 a.m. to 2:00 p.m. (8 hours per day)
    - Shift 3: 2:00 p.m. to 10:00 p.m. (8 hours per day)
- 2. The Contractor **shall** provide one (1) Guard to a day shift moving foot patrol around and within the MAC to guard and patrol the complex and all entrance and exit areas utilizing a Security Management System provided by the Contractor. *See Security Management System.*
  - a. The Contractor **shall** provide the Guard Monday through Friday, excluding State observed holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following shift:
    - 8:00 a.m. to 5:00 p.m. (9 hours per day)
- 3. The State estimates the hours per year for the MAC location for all Guards to be 11,076.

### B. Winthrop Rockefeller Building, 501 Woodlane, Little Rock, AR, 72201.

- 1. The Contractor **shall** provide one (1) Guard to the security desk in the Winthrop Rockefeller Building's lobby.
  - a. The Contractor **shall** provide the Guard Monday through Friday, excluding State observed holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following shift:
    - 7:00 a.m. to 5:00 p.m. (10 hours per day)
  - b. The State estimates the hours per year for the Winthrop Rockefeller Building to be 2,600.

### C. Arkansas Public Service Commission, 1000 Center Street, Little Rock, AR, 72201.

- 1. The Contractor **shall** provide one (1) Guard to be assigned to the security station in the lobby at the Arkansas Public Service Commission.
  - a. The Contractor **shall** provide the Guard Monday through Friday, excluding State holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following shift:
    - 7:00 a.m. to 9:00 p.m. (14 hours per day)
  - b. The State estimates the hours per year for the Arkansas Public Service Commission to be 3,640.

D. Main Street Mall, 101 East Capitol, Little Rock, AR, 72201

1. The Contractor **shall** provide one (1) Guard to a day shift moving foot patrol around and within the Main Street Mall to guard and patrol the complex and all entrance and exit areas utilizing a Security Management System provided by the Contractor.
  - a. The Guard **shall** conduct a minimum of ten (10) patrols throughout the location during the scheduled 10.5-hour shift.
  - b. The Guard **shall** patrol all floors in the building, excluding the mezzanine, with a focus and concentration on the first floor.
  - c. The Guard **shall** limit the time spent at the Guard station to only the time it takes to report and document completion of patrols.
  - d. The Guard **shall** unlock, lock, and monitor the State Parks Visitor Center kiosk located on the Main Street side of the building, accessible from outside the building.
  - e. The Contractor **shall** provide a Guard Monday through Friday, excluding State holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following shift.
    - 7:00 a.m. to 5:30 p.m. (10.5 hours per day)
  - f. The State estimates the hours per year for the Main Street Mall to be 2,730.

E. Arkansas Worker's Compensation Commission, 324 Spring Street, Little Rock, AR, 72201.

1. The Contractor **shall** provide one (1) Guard to the Arkansas Worker's Compensation Commission.
  - a. The Contractor **shall** provide the Guard Monday through Friday, excluding State observed holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following shift:
    - 7:00 a.m. to 7:00 p.m. (12 hours per day)
  - b. The State estimates the hours per year for the Arkansas Worker's Compensation Commission to be 3,120.
  - c. The Guard **shall** provide metal detector screening.
  - d. Any Guard placed at the Arkansas Worker's Compensation Commission **shall** have a minimum of four (4) hours training on the usage of the metal detector.
  - e. Contractor **shall** provide an additional insurance policy in the amount of \$1,000,000.00 for the coverage of the liability of the service which **must** be paid no later than July 31 of each year the contract is in place. The Contractor **shall** provide DBA with an Accord 25-S Proof of Insurance showing Worker's Compensation and DBA as additional insured.

F. Five Main Street, 421 Main Street, Little Rock, AR, 72201.

1. The Contractor **shall** provide one (1) Guard to the Five Main Street building.
  - a. The Contractor **shall** provide the Guard Monday through Friday, excluding State observed holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following shift:
    - 8:00 a.m. to 5:00 p.m. (9 hours per day)
  - b. The State estimates the hours per year for the Five Main Street building to be 2,340.

**2.7 LOW-PRESSURE BOILER MONITORS**

- A. The Contractor **shall** provide **one (1)** licensed Low-Pressure Boiler Monitor to coordinate services between the MAC and Winthrop Rockefeller Buildings.

1. The Contractor **shall** provide a Boiler Monitor Monday through Friday, excluding State holidays and days proclaimed by the Governor of Arkansas, including Legislative Session for the following shifts.
    - a. Shift 1: 12:00 a.m. (midnight) to 7:00 a.m. (7 hours per day)
    - b. Shift 2: 4:00 p.m. to 12:00 a.m. (midnight). (8 hours per day)
  2. The Contractor **shall** also provide coverage on Saturday and Sunday including State observed holidays during the times of the year when boilers are read for the following shifts:
    - a. Shift 1: 12:00 a.m. (midnight) to 8:00 a.m. (8 hours per day)
    - b. Shift 2: 8:00 a.m. to 4:00 p.m. (8 hours per day)
    - c. Shift 3: 4:00 p.m. to 12:00 a.m. (midnight). (8 hours per day)
- B. The State estimates the hours per year for Boiler Monitors to be 6,396.
- C. The Contractor **shall** provide the same Boiler Monitor as is assigned to the MAC building to make rounds and read the boilers at the Winthrop Rockefeller Building as follows:
1. Monday through Friday, excluding State observed holidays and days proclaimed by the Governor of Arkansas, including Legislative Session.
    - Time of rounds: 8:00 p.m., 12:00 a.m. (midnight) and 4:00 a.m.
  2. Saturday and Sunday, including all State observed holidays and days proclaimed by the Governor of Arkansas, including Legislative Session.
    - Time of rounds: 8:00 a.m., 12:00 p.m., 4:00 p.m., 8:00 p.m., 12:00 a.m. (midnight) and 4:00 a.m.
- D. Prior to providing services, Boiler Monitor **shall** be licensed as Low-Pressure Boiler Monitor in compliance with Ark. Code Ann. §20- 23-101 et seq. The Prospective Contractor **shall** submit a copy of the license applicable to the Boiler Monitor to be assigned under a resultant contract as requested by DBA prior to award.
- E. After contract award, and as requested by DBA, the Contractor **shall** provide the names of licensed Boiler Monitor Guards and Boiler Monitor substitute Guards providing services under a resultant contract and any applicable new or renewed licenses.
- F. The Arkansas Department of Labor reviews boiler logs frequently and may assess fines against parties in non-compliance with Arkansas laws. The Contractor **shall** pay fines assessed against the State of Arkansas for non-compliance with Arkansas laws.
- G. The Boiler Monitor **shall** immediately report equipment malfunctions and power failures to designated DBA maintenance personnel and **shall**:
1. Monitor low-pressure boilers at both DBA locations
  2. Routinely check the air conditioning chillers and all other mechanical equipment at both DBA locations
- H. The Boiler Monitor **shall** read and maintain the applicable equipment at the MAC and Winthrop Rockefeller buildings utilizing the Security Management System.
- I. Boiler Monitors **shall** complete the Boiler Monitor log with boiler readings, time, and signature in accordance with Arkansas Law and the Arkansas Department of Labor.
- J. After award, DBA will provide information to the Contractor regarding the days in which the rounds for the Boiler Monitors at the MAC and Winthrop Rockefeller Building locations should begin and end as the weather becomes cooler.

**2.8 TRAINING REQUIREMENTS**

- A. The Contractor **shall** conduct all training for Guards and Boiler Monitors as necessary to comply with applicable laws or as requested by DBA.
- B. The Contractor **shall** keep current training records for all training provided to Guards and Boiler Monitors and **shall** provide the training records to DBA if requested.
- C. The Contractor **shall** provide training to assigned Guards, substitute Guard(s), and Boiler Monitors prior to placement in DBA buildings that includes but is not limited to:
  1. The satisfactory completion of a minimum of eight (8) hours of security training in compliance with Arkansas Code Annotated §17-40-101 et seq.
  2. A minimum of four (4) additional hours of on-the-job instruction within three (3) Business Days of contract award which includes any substitute guards. The training **shall** include, but is not limited to:
    - a. Performance of post assignments.
    - b. Performance of any special assignments.
    - c. Emergency procedures.
    - d. Proper use of emergency equipment such as fire extinguishers, fire equipment, gas masks, respirators.
    - e. Legal restrictions on arrest, search, and seizure.
    - f. Report writing and field note taking.
    - g. Training in appearance, attitudes, and discipline.
    - h. Safety on-the-job.
    - i. Bomb threats.
    - j. Radio/Telephone techniques.
    - k. Proper use of metal detector (at Arkansas Worker's Compensation Commission).
- D. The Contractor **shall** train Guards and Boiler Monitors on the use of the Security Management System as applicable to the DBA location within three (3) calendar days of the completion of the installation of the Security Management System.
- E. The Contractor **shall** train DBA Personnel on the use of the Security Management System within three (3) calendar days of the completion of the installation of Security Management System.
  1. The Contractor **shall** provide a demonstration of the Security Management System during the training session if requested by DBA.

**2.9 CRIMINAL BACKGROUND CHECKS**

- A. Prior to award and during each renewal period during the aggregate term(s) of a resulting contract, the Contractor **shall** have the Arkansas State Police perform Criminal background checks on all supervisors, Guards, Boiler Monitors, and any other personnel of the Contractor to be assigned to or visiting the DBA buildings.
  1. If DBA requests a copy of the background check results, they **must** be dated and received by DBA within seventy-two (72) hours of being sent to the Contractor by the Arkansas State Police (ASP).
  2. The Contractor **shall not** perform online background checks.

- B. Contractors personnel **shall** have a clean background check (no record) prior to assignment and prior to each contract renewal period.
  - 1. Should DBA not request a copy of the background check results, the Contractor **must** state in writing to DBA that an Arkansas State Police background checks has been performed prior to each renewal period.
- C. Contractor **shall** provide background check results to DBA personnel as deemed necessary by DBA.

## **2.10 EQUIPMENT, MATERIALS, UNIFORMS**

- A. The Contractor **shall** be responsible for any loss, damage, or destruction of their own property or that of any equipment and materials used in conjunction with the services provided.
  - 1. The Contractor **shall** purchase, at their own expense, such policy to cover Contractor's owned property.
- B. The Contractor **shall** provide the following equipment and materials:
  - 1. Flashlights, batteries, and bulbs.
  - 2. Report forms, log books, and notebooks containing post orders given by DBA.
  - 3. Cellular telephone for communication.
    - a. The cellular telephone **must** be of the type and quality to enable voice or text communication from any point within the DBA location and surrounding areas.
    - b. The Contractor **shall** provide the applicable phone number(s) to the DBA upon contract award and **shall** report any cell phone number changes within twenty-four (24) hours.
  - 4. Picture identification badges for each Guard or Boiler Monitor which **must** contain the company name and the Guard or Boiler Monitor.
- C. Guards and Boiler Monitors reporting to DBA buildings **shall** wear a neat and clean uniform.
- D. Shirts and jackets **must** bear the Company logo including:
  - 1. Shirts
  - 2. trousers
  - 3. jacket
  - 4. rain gear during inclement weather
- E. Uniforms **must** be without obvious signs of wear such as stains, holes, tears and fading.
- F. DBA reserves the right in its sole discretion to request the Contractor relieve the Guard or Boiler Monitor from duty for the day. The Contractor **shall** immediately replace the relieved Guard with another Guard at the Contractor's expense if a Guard is not dressed as stated herein and **shall** do so without a lapse in service.

## **2.11 GUARD AND BOILER MONITOR DUTIES**

- A. Guards and Boiler Monitors **shall** always remain on site during their shift and **shall not** loiter on State property at any time.
- B. At the time of a shift or Guard/Boiler Monitor change for any reason, the current Guard/Boiler Monitor **shall** remain at the premises and **shall not** leave their post until a replacement arrives. The Contractor **shall** bear the cost of any overtime pay.

- C. Guards/Boiler Monitors **shall** watch building cameras, parking lots, grounds, buildings, and **shall** take precautions necessary to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other property belonging to the State.
- D. Guards/Boiler Monitors **shall** provide security checks through-out the perimeter of the grounds, buildings, and parking lots at least twice per day, especially when State employees are arriving in the morning and leaving in the afternoon.
- E. Guards/Boiler Monitors **shall** protect the safety of State employees and clients from crimes attempted on State property by monitoring cameras, observing parking areas, and requesting loitering persons to move away from the building premises.
- F. Guards/Boiler Monitors **shall** keep buildings secured by routine inspection of all exterior doors and **shall** secure and lock exterior doors as instructed by DBA.
- G. Guards/Boiler Monitors **shall** be familiar with individual building diagrams and the locations of fire extinguishers and other emergency equipment.
- H. Guards/Boiler Monitors **shall** assist DBA personnel with emergency procedures for such situations as fire or vandalism by:
  - 1. Notifying tenants.
  - 2. Restricting access to building or certain areas.
  - 3. Assisting in evacuations.
  - 4. Other instruction as provided by DBA.
- I. Guards/Boiler Monitors **shall** comply with State building regulations per DBA location regarding who is allowed to enter or leave the grounds and buildings. Additional regulations will be furnished to the Contractor by DBA as part of the Guard Post Orders.
- J. The Security Guard **shall** be knowledgeable of and follow the Guard Post Orders provided by DBA.

## **2.12 SECURITY MANAGEMENT SYSTEM**

- A. At the Multi-Agency Complex (MAC) and Main Street Mall locations, the Contractor **must** provide a computer-based Security Management System (SMS).
- B. DBA will have the final approval of the Prospective Contractor's proposed Security Management System as provided on the Official Bid Price Sheet. The Contractor **shall not** install nor implement any Security Management System prior to receiving DBA's approval.
- C. The Contractor's Security Management System **shall** have the following functionalities which models the TRACKTIK System:
  - 1. Tamper-proof or tamper resistant.
  - 2. Searchable, providing a range of management reports, including but not limited to providing real-time notifications such as when a Guard is late or does not meet checkpoint requirements.
  - 3. Immediate access to post orders.
  - 4. GPS capability that allows for remote monitoring of all Guard activities, moving patrols, Boiler Monitor areas and incidents.
  - 5. Allows DBA personnel 24/7 real-time remote access as well as the capability to get notifications and pictures by email, text, or phone calls.

- 6. Updates and upgrades to the software/equipment as well as maintenance, repair, or replacement of Security System Management equipment during the contract term(s).
- D. The Contractor's Security Management System **must** be in place and in operation at both MAC and Main Street Mall no later than thirty (30) Business Days after contract start date.
- E. Contractors **shall** provide training and answer questions about the Security Management System, and, if requested by DBA, **shall** provide a demonstration of the Security Management System's capabilities. (See *Training*).
  - 1. If requested, the Contractor **shall** demonstrate the Security Management System's functionalities within three (3) Business Days of request from DBA.

**2.13 REPORTS**

- A. Unless otherwise requested by DBA stated herein, the Contractor **shall** submit reports to DBA no later than twenty-four (24) hours of request.
  - 1. The Guard **shall** submit a report regarding any malfunction or power failure(s) of the equipment monitored by the Contractor's Boiler Monitors.
  - 2. The Guard **shall** maintain a Daily Activity Report (DAR) and **shall** provide the report to DBA personnel daily. The Daily Activity Report (DAR) **must** include the following:
    - a. The time the report is opened and closed
    - b. Any unusual events, such as: theft of missing items or unlocked doors and windows
    - c. Time of shift change
    - d. Breakage of State property or property of Contractor
    - e. Calls to local authorities
    - f. Non-working devices
  - 3. Guard(s) **shall** maintain a report or log book of all non-employee persons entering or leaving the building.
  - 4. The Contractor **shall** submit a written report in the event of an altercation or other unusual incident and submit to DBA within twenty-four (24) hours of the incident occurring.

**2.14 INSURANCE REQUIREMENTS**

- A. The Prospective Contractor **shall** provide Commercial General Liability insurance with an additional insured endorsement that is primary non-contributory as requested by DBA prior to award.
- B. Insurance policies **must** contain a waiver of subrogation against the State of Arkansas and Division of Building Authority arising from work performed by or on behalf of the Contractor.
- C. Within ten (10) Business Days prior to award, the Prospective Contractor **shall** have in full force the following insurance coverages and **shall** provide a Certificate of Insurance prior to award and at each renewal period during the contract term(s):
  - 1. Liability Limits **must** be as follows:

<u>Commercial General Liability</u>	
Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00

<u>Automobile Liability</u>	
Combined Single Limit	\$1,000,000.00
<u>Worker's Compensation</u>	<u>Statutory Limits</u>
Employer Liability	\$100,000.00
Disease Each Employee	\$100,000.00
<u>Umbrella Liability</u>	
Each Occurrence	\$2,000,000.00
General Aggregate	\$2,000,000.00

- D. Each Certificate of Insurance **must** name Division of Building Authority as certificate holders with the intent to notify same of any intention to cancel the insurance within ten (10) days.
- E. The Contractor **shall** supply OSP and DBA with replacement certificates of insurance not less than thirty (30) calendar days prior to the expiration dates or renewal dates of any insurance policies reflected on such certificates.
- F. The insurance **must not** be modified without OSP and DBA approval.

## 2.17 MANDATORY SITE VISIT

- A. The Prospective Contractor **shall** attend and participate in a mandatory site visit at each DBA location specified in this IFB.
- B. The Prospective Contractor **shall** only have a maximum of two (2) representatives present at the DBA locations to participate in the mandatory site visit.
- C. At no time will DBA allow more than two (2) representatives from each Prospective Contractor to enter DBA locations beyond the point of entrance or to participate in the mandatory site visit.
- D. The mandatory site visit will begin at the following location, date, and time and proceed from there until all DBA locations specified herein have been visited. The mandatory site visit, inclusive of all DBA locations, is anticipated to take up to four (4) hours.

Division of Building Authority  
 Multi-Agency Complex (main entrance)  
 One Capitol Mall, Little Rock, AR 72201  
 Date: October 15, 2019  
 Time: 10:00 a.m., Central Time

- E. Upon arrival at the DBA location specified above, the Prospective Contractor's representatives participating in the mandatory site visit **shall** sign a sign-in sheet provided by OSP.
1. Prospective Contractor should drive to each location prior to the mandatory site visit to determine where to park and to allow enough time to arrive before the first site visit begins.
- F. The Prospective Contractor **shall** provide the Mandatory Site Visit Verification Form, posted as Attachment A to this IFB, to OSP personnel for signature upon completion of the final site visit.
1. The Prospective Contractor **shall** submit the original, signed Mandatory Site Visit Verification Form in the appropriate place in the Prospective Contractor's bid submission. (See *Response Documents*).
- G. Should the Prospective Contractor arrive at the DBA location specified above after the scheduled start time of the mandatory site visit as stated in this IFB, the Prospective Contractor **shall not** be permitted to participate in any of the mandatory site visits applicable to any of the DBA locations.

- H. Should the Prospective Contractor fail to participate in any of the mandatory site visits, which begin at the location, date, and time specified in this section for any reason, or fail to submit the signed Mandatory Site Visit Verification Form with their bid submission, the Prospective Contractor's bid will be rejected.
- I. The Prospective Contractors or their representatives present and participating in the mandatory site visit will be given the opportunity to ask questions during the site visit.
  - 1. Although answers will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses by DBA or OSP personnel to any question posed at the mandatory site visit will become part of any contract resulting from this solicitation unless the oral response provided is reduced to writing and attached as an addendum to this IFB. (See Clarification of Bid Solicitation.)

## 2.18 **PERFORMANCE STANDARDS**

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

**Performance Standards**

<b>Service Criteria</b>	<b>Acceptable Performance</b>	<b>Damages for Insufficient Performance</b>
Business License	Contractor maintains Business License as required in the IFB	\$100 per day credit to Agency invoice for each day Contractor fails to have a Business License.  Contract termination for the Contractor being without a Business License for more than 30 calendar days.
Guard / Boiler Monitor Staffing	Contractor Guards/Boiler Monitors on site during scheduled shifts as specified in the IFB.	Credit on monthly invoice equal to the bill rate for each 15- minutes interval whereby Guards/Boiler Monitors are not on-site at the assigned DBA location.  Continued issues may result in contract cancellation.
Uniform / Professional Appearance	Guard is dressed in uniform as specified in the IFB.	\$100 credit to invoice for each instance whereby the Guard reports for duty without being dressed in uniform as specified in the IFB.
Reports	Contractor provides a written report to DBA within 24 hours regarding any altercation or other unusual incident occurring at the DBA location.  Contractor provides a written report to DBA within 24 hours regarding any malfunction or power failure of the Low-Pressure Boilers at a DBA location.	\$100 per day for each day past the due date whereby the Contractor fails to provide a required report within the timeframe specified. Contractor will apply the damage to the monthly invoice.

## **SECTION 3 – GENERAL CONTRACTUAL ITEMS**

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

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

A. Forward invoices to:

Division of Building Authority  
Attn: Contract Analyst  
501 Woodlane, Suite 101N  
Little Rock, AR 72201  
[mark.herring@dfa.arkansas.gov](mailto:mark.herring@dfa.arkansas.gov)

- B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of goods and services by the agency.
- C. Do not invoice the State in advance of delivery and acceptance of any goods or services.
- D. Payment will be made only after the Contractor has successfully satisfied the agency as to the reliability and effectiveness of the goods or services purchased as a whole.
- E. The Contractor should invoice the agency by an itemized list of charges. The agency's Purchase Order Number and/or the Contract Number should be referenced on each invoice.
- F. Other sections of this *Bid Solicitation* may contain additional Requirements for invoicing.
- G. Selected Contractor **must** be registered to receive payment and future *Bid Solicitation* notifications. Contractors may register on-line at <https://www.ark.org/Contractor/index.html>.

### **3.2 GENERAL INFORMATION**

A. The State will not:

1. Lease any equipment or software for a period of time which continues past the end of a fiscal year unless the contract allows for cancellation by the State Procurement Official upon a 30-day written notice to the Contractor/lessor in the event funds are not appropriated.
2. Contract with another party to indemnify and defend that party for any liability and damages.
3. Pay damages, legal expenses or other costs and expenses of any other party.
4. Continue a contract once any equipment has been repossessed.
5. Agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
6. Enter a contract which grants to another party any remedies other than the following:
  - a. The right to possession.
  - b. The right to accrued payments.
  - c. The right to expenses of de-installation.
  - d. The right to expenses of repair to return the equipment to normal working order, normal wear and tear excluded.
  - e. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.

- B. Any litigation involving the State **must** take place in Pulaski County, Arkansas.

- C. The laws of the State of Arkansas govern this contract.
- D. A contract is not effective prior to award being made by a State Procurement Official.

### 3.3 **CONDITIONS OF CONTRACT**

- A. Observe and comply with federal and State of Arkansas laws, local laws, ordinances, orders, and regulations existing at the time of, or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work.
- B. Indemnify and save harmless the agency and all its Guards, 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 Contractor.

### 3.4 **STATEMENT OF LIABILITY**

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

### 3.5 **RECORD RETENTION**

- A. Maintain all pertinent financial and accounting records and evidence pertaining to the contract in accordance with generally accepted principles of accounting and as specified by the State of Arkansas Law. Upon request, grant access to State or Federal Government entities or any of their duly authorized representatives.
- B. Make financial and accounting records available, upon request, to the State of Arkansas's designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. Other sections of this *Bid Solicitation* may contain additional Requirements regarding record retention.

### 3.6 **PRICE ESCALATION**

- A. 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, 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** the vendor be retroactively compensated for any increased costs covered by this subsection.

- B. 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.
- C. The Contractor **must** provide to OSP and DBA a written request for the price increase no later than 90 days prior to contract renewal. The request **must** include supporting documentation demonstrating that the increase in contract price is based on an increase in market price or labor rates. OSP has the right to require additional information pertaining to the requested increase. Under no circumstances will the Contractor be retroactively compensated for any increased costs covered by this section.
- D. 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.
- E. Increases will not be considered to increase profit or margins. 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.
- F. OSP and/or DBA has the right to approve or deny the request.

### 3.7 **CONFIDENTIALITY**

- A. The Contractor, Contractor's subsidiaries, and Contractor's employees will be bound to all laws and to all Requirements set forth in this *Bid Solicitation* concerning the confidentiality and secure handling of information of which they may become aware of during the course of providing services under a resulting contract.
- B. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of a resulting contract, and the State has the right to cancel the contract on these grounds.
- C. Previous sections of this *Bid Solicitation* may contain additional confidentiality Requirements.

### 3.8 **CONTRACT INTERPRETATION**

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

### 3.9 **CANCELLATION**

- A. For Cause. The State may cancel any contract resulting from this solicitation for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the contract and provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. To the extent permitted by law and at the discretion of the parties, the parties may agree to [minor amendments to](#) the contract and avoid the cancellation for cause upon mutual agreement.
- B. For Convenience. The State may cancel any contract resulting from the solicitation by giving the Contractor written notice of such cancellation sixty (60) days prior to the date of cancellation.
- C. If upon cancellation the Contractor has provided commodities or services which the State of Arkansas has accepted, and there are no funds legally available to pay for the commodities or services, the Contractor may file a claim with the Arkansas Claims Commission under the laws and regulations governing the filing of such claims.

### 3.10 **SEVERABILITY**

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

**SECTION 4 – STANDARD TERMS AND CONDITIONS**

- *Do not provide responses to items in this section.*
- 1. **GENERAL:** Any special terms and conditions included in this solicitation **shall** override these Standard Terms and Conditions. The Standard Terms and Conditions and any special terms and conditions **shall** become part of any contract entered into if any or all parts of the bid are accepted by the State of Arkansas.
- 2. **ACCEPTANCE AND REJECTION:** The State **shall** have the right to accept or reject all or any part of a bid or any and all bids, to waive minor technicalities, and to award the bid to best serve the interest of the State.
- 3. **BID SUBMISSION:** Original Bid Packets **must** be submitted to the Office of State Procurement on or before the date and time specified for bid opening. The Bid Packet **must** contain all documents, information, and attachments as specifically and expressly required in the *Bid Solicitation*. The bid **must** be typed or printed in ink. The signature **must** be in ink. Unsigned bids **shall** be rejected. The person signing the bid should show title or authority to bind his firm in a contract. Multiple bids **must** be placed in separate packages and should be completely and properly identified. Late bids **shall not** be considered under any circumstances.
- 4. **PRICES:** Bid unit price F.O.B. destination. In case of errors in extension, unit prices **shall** govern. Prices **shall** be firm and **shall not** be subject to escalation unless otherwise specified in the *Bid Solicitation*. Unless otherwise specified, the bid **must** be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the *Bid Solicitation*.
- 5. **QUANTITIES:** Quantities stated in a *Bid Solicitation* for term contracts are estimates only and are not guaranteed. Contractor **must** bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual Requirements of the ordering agency.
- 6. **BRAND NAME REFERENCES:** Unless otherwise specified in the *Bid Solicitation*, any catalog brand name or manufacturer reference used in the *Bid Solicitation* is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid **must** show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State **shall** have the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the Contractor to supply additional descriptive material. The Contractor **shall** guarantee that the product offered will meet or exceed specifications identified in this *Bid Solicitation*. Contractors not bidding an alternate to the referenced brand name or manufacturer **shall** be required to furnish the product according to brand names, numbers, etc., as specified in the solicitation.
- 7. **GUARANTY:** All items bid **shall** be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the *Bid Solicitation*. The Contractor hereby guarantees that everything furnished hereunder **shall** be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it **shall** conform thereto and **shall** serve the function for which it was furnished. The Contractor **shall** further guarantee that if the items furnished hereunder are to be installed by the Contractor, such items **shall** function properly when installed. The Contractor **shall** guarantee that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The Contractor'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 Contractor's name and address, bid or contract number and item number. If requested, samples that are not destroyed during reasonable examination will be returned at Contractor's expense. After reasonable examination, all demonstrators will be returned at Contractor's expense.
- 9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and Requirements of the specifications, the cost of the sample used, and the reasonable cost of the testing **shall** be borne by the Contractor.
- 10. **AMENDMENTS:** Contractor's bids cannot be altered or amended after the bid opening except as permitted by regulation.
- 11. **TAXES AND TRADE DISCOUNTS:** Do not include State or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
- 12. **AWARD:** Term Contract: A contract award will be issued to the successful Contractor. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contract: A written State purchase order authorizing shipment will be furnished to the successful Contractor.
- 13. **DELIVERY ON FIRM CONTRACTS:** This solicitation shows the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the Contractor cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement **shall** have the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere, and any additional cost **shall** be borne by the Contractor.

14. **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. Central Time, unless prior approval for other delivery has been obtained from the agency. Packing memoranda **shall** be enclosed with each shipment.
15. **STORAGE:** The ordering agency is responsible for storage if the Contractor delivers within the time required and the agency cannot accept delivery.
16. **DEFAULT:** All commodities furnished **shall** be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications **shall** authorize 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 Contractors list or suspension of eligibility for award.
17. **VARIATION IN QUANTITY:** The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.
18. **INVOICING:** 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 *Bid Solicitation*, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices **must** be sent to the "Invoice To" point shown on the purchase order.
19. **STATE PROPERTY:** Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the Contractor hereunder or in contemplation hereof or developed by the Contractor for use hereunder **shall** remain property of the State, **shall** be kept confidential, **shall** be used only as expressly authorized, and **shall** be returned at the Contractor's expense to the F.O.B. point provided by the agency or by OSP. Contractor **shall** properly identify items being returned.
20. **PATENTS OR COPYRIGHTS:** The Contractor **must** agree to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.
21. **ASSIGNMENT:** Any contract entered into pursuant to this solicitation **shall not** be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.
22. **DISCRIMINATION:** In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the Contractor agrees that: (a) the Contractor **shall not** discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the Contractor **shall** state that all qualified applicants **shall** receive consideration without regard to race, color, sex, age, religion, handicap, or national origin; (c) the Contractor will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the Contractor to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause **shall** be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the Contractor **shall** include the provisions of above items (a) through (d) in every subcontract so that such provisions **shall** be binding upon such subcontractor or Contractor.
23. **CONTINGENT FEE:** The Contractor 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 Contractor for the purpose of securing business.
24. **ANTITRUST ASSIGNMENT:** As part of the consideration for entering into any contract pursuant to this solicitation, the Contractor named on the *Bid Signature Page* for this solicitation, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.
25. **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.