



STATE OF ARKANSAS
DEPARTMENT PARKS, HERITAGE AND TOURISM
1 Capitol Mall Ste. 3B
Little Rock, Arkansas 72201

INVITATION FOR BID
SOLICITATION DOCUMENT

SOLICITATION INFORMATION			
Solicitation Number:	ADPHT-24-056	Solicitation Issued:	3/15/2024
Description:	Security Guard Services, Unarmed		
Division/Agency:	Division of Arkansas Heritage		

SUBMISSION DEADLINE			
Bid Opening Date:	04/16/2024	Bid Opening Time:	3:00 p.m., Central Time
Bid responses for this Invitation for Bid must be delivered to the Department of Parks, Heritage, and Tourism on or before the submission deadline. Bids received after the submission deadline may be rejected as untimely. See Section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and IFB Opening Location	<p>Department of Parks, Heritage and Tourism Procurement Attn: Jeff Griffin 1 Capitol Mall Ste. 3B Little Rock, Arkansas 72201</p> <p>Delivery providers, USPS, UPS, and FedEx deliver mail to the delivery street address on a schedule determined by each individual provider. These providers will deliver based solely on the street address. Prospective Contractors assume all risk for timely, properly submitted deliveries.</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">• Solicitation number• Date and time of bid opening• Prospective Contractor's name and return address

DEPARTMENT NAME CONTACT INFORMATION			
Buyer:	Jeff Griffin	Buyer's Direct Phone Number:	(501) 682-6910
Email Address:	Jeffrey.griffin@arkansas.gov	Department's Main Number:	(501) 324-9150
Department Website:	Adpht.arkansas.com		

SECTION 1 – INFORMATION AND INSTRUCTIONS

1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Department of Parks, Heritage and Tourism for the Division of Arkansas Heritage to obtain pricing and a contract for unarmed Security Guard Services at both the Mosaic Templars Cultural Center located at 501 W. 8th Street Little Rock and the Old State House Museum located at 300 W. Markham Little Rock. Security Guards will not carry firearms on State Property.

Direct all communications regarding this Solicitation to the Buyer on page one (1) of the IFB.

1.2 LIVE BID OPENING

Virtual Bid opening may be joined – Microsoft Teams Meeting ID: 225 763 829 049

Passcode: 8DCPG8, or call in (audio only) +1 501-244-3310, 51499881#

In Person: Arkansas Department of Parks, Heritage and Tourism

Capital Mall Ste. 3B

Little Rock, Arkansas 72201

1.3 OBJECTIVE AND GOALS

The Department seeks to procure Unarmed Security Guard Services.

1.4 BACKGROUND AND CURRENT ENVIRONMENT

The Department currently has a contract with Quality Security Services procured by SP-17-0083. This contract is coming to the end of its 7-year possible term and must be replaced with a new contract procured by this IFB.

1.5 TYPE OF CONTRACT

- A. As a result of this IFB, the Department intends to award a contract to a single Contractor (see *Contractor Selection*).
- B. The anticipated starting date for any resulting contract is July 1, 2024, except that the actual contract start date may be adjusted unilaterally by the State for up to three (3) 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 Department, the contract may be renewed by the State 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.

1.6 DEFINITION OF TERMS

- A. Unless otherwise defined herein, all terms defined in Arkansas Procurement Law have the same meaning herein.
- B. The terms "Invitation for Bid," "IFB," and "Solicitation" are used synonymously in this document.
- C. "Prospective Contractor" means a responsive and responsible bidder who submits a bid that meets the Requirements and criteria set forth in this Solicitation.
- D. "Requirement" means a term, condition, provision, deliverable, Specification, or a combination thereof, that is obligated under the Solicitation, resulting contract, or both.
- E. "Shall" and "must" mean the imperative and are used to identify Requirements and Specifications.
- F. "Specification" means any technical or purchase description or other description of the physical or functional characteristics, or of the nature, of a commodity or service. "Specification" may include a description of any Requirement for inspecting, testing, or preparing a commodity or service for delivery.

- G. "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 Department using such a contract.

1.7 CONTRACTOR SELECTION

- A. Award is expected to be made to the responsive and responsible Prospective Contractor determined to have submitted the lowest bid that meets the Requirements and criteria set forth in the IFB, based on the Total Annual Cost as demonstrated on the Official Bid Price Sheet submitted by the Prospective Contractor.
- B. If the State so chooses, negotiations may be conducted with the lowest-bidding, responsive and responsible Prospective Contractor if:
1. All bids received from responsive and responsible bidders exceed available funding; or
 2. It appears that additional savings to the state may result from negotiation.
- C. If negotiations fail to result in a contract, the State may negotiate with the next lowest-bidding, responsive and responsible Prospective Contractor.
1. The negotiation process may be repeated until an acceptable lower bid price is negotiated, or until such time the State determines negotiations are no longer in the best interest of the state.
 2. Negotiations are conducted at the sole discretion of the State.
- D. Once the anticipated awardee has been determined, the anticipated award will be posted to the Solicitation posting, generally for a period of fourteen (14) days prior to the issuance of a contract. The postings are anticipated awards only, subject to protest.
- E. A contract is not effective prior to final award being made by the State; some contracts may be subject to Legislative review prior to final award.

1.8 CLARIFICATION OF SOLICITATION

- A. Submit questions regarding this Solicitation via email to the Buyer on page one (1) of the IFB by midnight, Central Time on or before Wednesday **April 2, 2024**.
1. For each question submitted, Prospective Contractor should reference the specific Solicitation item number to which the question refers, as applicable.
 2. Prospective Contractors' written questions will be consolidated and answered by the State as deemed appropriate. The State's consolidated written response is anticipated to be posted to the Solicitation posting by the close of business on **April 5, 2024**. If Prospective Contractor questions are unclear or non-substantive in nature, the State may request clarification of a question(s) or decline to answer.
- B. The Prospective Contractor should notify the Buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a Responsive Bid. 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 Buyer with non-substantive questions at any time prior to the bid opening.
- D. An oral statement by the Department 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 the Department.

1.9 RESPONSE DOCUMENTS

- A. All bids **must** be submitted to the delivery address and by the submission deadline on page one (1) of the IFB.
- B. *Bid Response Packet*
1. Prospective Contractors **shall** utilize the *Bid Response Packet* attached to the Solicitation to submit their bids.
 2. The following are bid submission Requirements and **must** be submitted as part of a Prospective Contractor's bid.
 - a. Signed *Bid Signature Page*; signature may be ink or digital.
 - b. Completed *Bid Response Packet*, which **must** be in English.
 - c. Completed *Official Bid Price Sheet* attached to Solicitation posting.
 - i. Pricing **must** be proposed in U.S. dollars and cents.
 - ii. Quantities stated are estimates only and are not guaranteed. Prospective 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, and the Contractor **shall** sell to the Department quantities ordered at no more than the bid price.
 - iii. If pricing documents do not allow for accurate pricing, Prospective Contractor should notify the Buyer at least seventy-two (72) hours before the bid opening time.
 - iv. Prices **must** be firm offers and adjustments may be negotiated at the time of contract annual renewal only.
 - A request for a price increase **must** include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The State has the right to approve or deny any request for a price adjustment.
 - v. Discount from list bids pricing is not acceptable unless requested elsewhere in the Solicitation.
 - vi. State and local sales taxes should not be included in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.
 - d. Copy of Prospective Contractor's *Equal Opportunity Policy*
 - i. Pursuant to Arkansas Code Annotated § 19-11-104, OSP requires a Prospective Contractor bidding on a state contract to submit a copy of the Prospective Contractor's *Equal Opportunity (EO) Policy*. Prospective Contractors not required by law to have an *EO Policy* **must** submit a written statement to that effect.
 - e. *Proposed Subcontractors Form* (see [SRV-1](#), section 14)
 3. The following items, which **must** be submitted prior to a contract award to the Prospective Contractor, may also be included with the Prospective Contractor's bid response:
 - a. *EO 98-04 Contract & Grant Disclosure Form* (see [SRV-1](#), section 11)
 - b. *Voluntary Product Accessibility Template (VPAT)*, if applicable
 4. Prospective Contractors should not include any other documents or ancillary information, such as a cover letter or promotional marketing information.

- C. Prospective Contractors should not alter any language in Solicitation document(s) or *Official Bid Price Sheet* provided by the State.
- D. Prospective Contractors' bids cannot be altered or amended after the bid opening except as permitted by law or rule.
- E. As requested, Prospective Contractors **shall** provide clarification regarding Prospective Contractor's bid response.
- F. Prospective Contractors may submit multiple bids.

SECTION 2 – SPECIFICATIONS AND REQUIREMENTS

2.1 SCOPE

The intent of this IFB is to establish a Term contract to provide Unarmed Security Guard Services at various locations in Little Rock, Arkansas for DAH. The successful vendor must furnish, but is not limited to the necessary labor, equipment, materials and incidentals needed to meet the requirements as outlined in this IFB. Note: Security guard officers will not carry firearms at any time while on State property.

2.2 QUANTITY

The number of security guard officers, hours and locations are estimated for bidding purposes only and may vary according to agency needs. The agency may require more or less guards, hours and locations during the term of the contract. If additional guards are needed, the successful vendor shall provide the guards at the hourly rate set within any resulting contract. NOTE: Issuance of an award does not guarantee an order.

2.3 REFERENCES

1. Vendors shall submit with their bid response, a minimum of three (3) reference letters from clients whom the bidder has provided security guard services within the last three (3) years; one of which should be located in Central Arkansas.
2. Each letter from the client should include their name, work telephone and/or cell phone number, and email address.
3. Department of Parks, Heritage and Tourism (ADPHT) reserves the right to contact any or all clients of the bidder even if they were not provided by the prospective vendor.

2.4 POLYGRAPH EXAMINATIONS

1. ADPHT reserves the right to have vendor's security guard officers take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 Et. Seq.
2. All expenses for polygraph examinations will be at the expense of the vendor.

2.5 CRIMINAL BACKGROUND CHECKS

Online background reports will not be accepted.

1. ADPHT reserves the right to request criminal background checks, at any time, on all security guard officers to be assigned to any ADPHT buildings. This requirement also applies to all company officials and supervisors who might need to provide service on a short-term or temporary basis to any ADPHT building.
2. The vendor should utilize the Arkansas State Police form to provide the required criminal background checks.
3. Criminal background checks on any employee requested must be current. Current is defined as background reports which are dated and received within (72) hours of being sent by the Arkansas State Police (ASP). Background reports which are not current will not be considered.
4. All individuals shall have a clean background check (no record) prior to assignment to State buildings.

5. ADPHT reserves the right to terminate any contract resulting from this IFB should the criminal background history report show evidence of being tampered with, (i.e. sections blocked out, report dates of greater than seventy-two (72) hours, etc.).
6. All expenses for criminal background checks will be at the expense of the vendor.

2.6 CONTACT INFORMATION

The vendor shall provide the names and phone numbers of a minimum of two contact persons that can be reached twenty-four (24) hours a day, seven (7) days a week. The vendor must respond to the agency within four (4) hours. The vendor will be responsible for reporting any contact phone number changes within twenty-four (24) hours.

2.7 VISITORS AND CHILDREN

1. Visitors or children are not permitted to accompany the vendor while they are performing the duties required as stated within this IFB.
2. A vendor allowing visitors or children in the building may result in a below standard vendor performance report being submitted.

2.8 EMPLOYEES OF THE CONTRACTOR

Individuals employed by ADPHT are not eligible for employment by the vendor. The vendor shall:

1. Provide a list of the employees and their State Police issued identification card that are to be placed at the service location.
2. Agree to replace any personnel who may become incompatible with the State. ADPHT will be the sole judge of the incompatibility.

2.9 INSURANCE

When requested, the vendor must furnish an approved "Certificate of Insurance" from a company or agent that is licensed in the State of Arkansas and must maintain the following insurance requirements throughout the entire contract period including extensions: The insurance may not be modified without the agency's approval.

Each Certificate of Insurance should name Arkansas Department of Parks, Heritage and Tourism as the certificate holder with the intent to notify same of any intention to cancel the insurance within ten (10) days.

Liability Limits:

A. Commercial General Liability

Each Occurrence \$1,000,000.00
General Aggregate \$2,000,000.00

B. Worker's Compensation and Employer's Liability

Worker's Compensation Statutory Limits
Employer Liability \$1,000,000.00 each accident

C. Umbrella Liability

Each Occurrence \$2,000,000.00
General Aggregate \$2,000,000.00

D. Automobile Liability

Combined Single Limit \$1,000,000.00

Commercial Automobile Liability Insurance shall include coverage for hired and non-hired automobiles. The vendor shall assume all liability for any accidental or criminal occurrences.

2.10 STATE HOLIDAYS

1. Normal business days and hours of operation are defined as Monday through Friday, 8:00 a.m. through 4:30 p.m.
2. Central Time.
3. State offices are normally closed on holidays; however, several locations will require services on weekends and holidays.
4. There are occasions (i.e. during legislative sessions) when it may become necessary to keep State offices open and services may be performed on such days.
5. The contractor should maintain adequate staff on such holidays and occasions.
6. *Additional days may be proclaimed as holidays by the Governor, by Executive Proclamation (i.e. the day after Thanksgiving).
7. If the holiday falls on Saturday, the preceding Friday will be observed. If the holiday falls on Sunday, the following Monday will be observed.

New Year's Day	January 1
Lee/King Birthday	January; third Monday
Washington Birthday/Daisy Bates Day	February; third Monday
Memorial Day	May; last Monday
Independence Day	July 4
Labor Day	September; first Monday
Veterans Day	November 11
Thanksgiving Day	November; fourth Thursday
*Day after Thanksgiving	November; fourth Friday
Christmas Eve	December 24
Christmas Day	December 25

2.11 MANDATORY SITE VISIT

ADPHT will conduct one (1) mandatory site visit. It is suggested that interested bidders:

1. Thoroughly read the IFB prior to the site visit and have questions prepared to ensure a good understanding of services required.
2. Fully inform themselves as to all existing conditions and limitations under which the work is to be performed and include the total cost of the services necessary to perform the work. No allowances will be made to any bidder because of lack of examination or knowledge.
3. Drive to each location prior to the mandatory site visit and determine where to park and allow enough time to arrive on time before the first tour begins.
4. Arrive before the appointed time. Late arrivals will not be permitted to join the site visit. The agency will not accept requests to reschedule site visits. Bidders are to plan accordingly.
5. Failure to tour with the group will result in disqualification of bidder.

2.12 MANDATORY SITE VISIT LOCATIONS, DATE AND TIME

Interested bidders must sign-in upon arrival at the following building locations.

1. Old State House Museum (OSHM)
300 W. Markham
Little Rock, AR
Contact person: Jason Lambert at (501) 324-8658
Date: Wednesday, March 27, 2024

Time: 8:30 a.m. Central Time
After the conclusion of the site visit at OSHM, the site visit will continue at the following location.

2. Mosaic Templars Cultural Center
501 W. 9th Street
Little Rock, AR
Contact person: Mathew Johnson at (501) 683-3643

2.13 VENDOR QUALIFICATIONS

The Contractor shall meet the following qualifications and furnish proof to ADPHT, when requested:

1. Be a duly licensed security guard company with the State of Arkansas.
2. Have a resident manager duly licensed with the State of Arkansas.
3. Have a clean record of compliance with the State of Arkansas Board of Private Investigators and Security Agencies.
4. Have an established office in the Central Arkansas area.

2.14 SECURITY GUARD OFFICER QUALIFICATIONS

Prior to assigning any guards to State buildings, the guards:

1. Possess an identification card issued by Arkansas State Police.
2. Are exempt of all criminal convictions.
3. Possess a valid Arkansas driver's license or a valid Arkansas identification card.
4. Be at least twenty-one (21) years of age.
5. Have a high school diploma or GED.
6. Can read, write and verbally communicate effectively in English; particularly in emergency situations.
7. Meet all requirements for private security guard officers as established by law or regulation prior to assignment.
8. Are trained and familiarized with the grounds prior to being placed on the job.
9. Are able to perform all duties requiring moderate to difficult physical exertion such as:
 - a) Standing or walking for an entire shift and have the ability to run if necessary
 - b) Climbing stairs and ladders
 - c) Lift or carry heavy objects
 - d) Working in extreme weather conditions
10. Successfully pass a drug test designed to detect the following elements, which includes, but is not limited to:
 - a) Marijuana
 - b) Cocaine
 - c) Opiates
 - d) Amphetamines
 - e) PCP
 - f) Alcohol

ADPHT reserves the right to request a copy of the drug test report at any time. All expenses for drug testing will be at the expense of the vendor.

2.15 TRAINING REQUIREMENTS

Prior to assigning any guard to State buildings, the vendor shall train each guard in the following, which includes, but is not limited to:

1. The satisfactory completion of a minimum of four (4) hours of security training in compliance with Arkansas Code Annotated 17-40-101 ET seq.
2. A minimum of four (4) hours of on-the-job safety instruction should include, but is not limited to:
 - a) Performance of post and special assignments

- b) Emergency procedures and bomb threats
 - c) Proper use of emergency equipment, i.e., fire extinguishers, fire equipment, gas masks, respirators
 - d) Public relations
 - e) Computer
 - f) Legal restrictions on arrest, search, and seizure
 - g) Report writing and field note taking
 - h) Training in appearance, attitude conducts and discipline
 - i) Radio/Telephone techniques
 - j) Proper use of metal detector
3. ADPHT reserves the right to request a copy of the records at any time. All expenses for training will be at the expense of the vendor.

2.16 VENDOR'S RESPONSIBILITIES

The vendor shall be responsible for the following, which may include, but is not limited to:

- 1. Provide supervision to all guards assigned to ADPHT property.
- 2. Replace any guard who becomes incompatible with the agency. ADPHT will be the sole judge of the incompatibility.
- 3. If a security guard officer is involved in any action that requires the guard to appear in court, the vendor shall make arrangements for such appearance and be responsible for all fees.
- 4. Be competent in the knowledge of security procedures, aggressive in solving problems, and provide quality control.
- 5. Provide all necessary liaisons with the building contact person.
- 6. Visit the site locations at least once per week, at which time the Daily Activity Report (DAR) will be signed and dated. Site visits are subject to change at the agency's discretion.
- 7. Provide the required number of guards for each shift and have replacements immediately dispatched to the location within thirty (30) minutes if a guard does not report to their assigned shift.

2.17 PROTECTION OF PROPERTY AND BUILDING REGULATIONS

Assigned security guard officers shall:

- 1. Ensure the protection and safety of employees and clients.
- 2. Comply with regulations for control of persons entering or leaving the buildings. Regulations will be furnished to the vendor by ADPHT as part of the guard post orders.
- 3. Not make any copies of any keys belonging to ADPHT. The building managers will assign all building keys to the vendor.
- 4. Take all necessary precautions to prevent the theft or pilferage of materials, tools, equipment, fixtures, furnishings, and any other items from the building and grounds.
- 5. Be responsible for any loss or damage to the State's property and to the property of others due to the negligence or willful act of the vendor's personnel, and shall make good, at vendor's expense, such loss or damage.
- 6. Not reveal any information concerning the security assignment, on or off duty, to anyone except the designated ADPHT official, the company or any guards employed by the company who may need the information to carry out their orders.
- 7. Not disturb papers on desk, open desk or cabinet drawer, files or bookcases.
- 8. Not tamper with museum artifacts or exhibit materials.
- 9. Not use any form of tobacco products on State property.
- 10. Not make any personal phone calls or have visitors.
- 11. Keep all personal belongings in the designated area during working hours.
- 12. Not eat or drink in prohibited areas.
- 13. Not fraternize with State employees, guests or clients.
- 14. Refrain from loitering with other security guard officers.

15. Refrain from using cell phones except for official security duty related communication.
16. When requested, assist state employees with applicable state laws and house rules such as no tobacco use or vaping allowed on the property.

2.18 SECURITY GUARD OFFICER DUTIES

Security guard officer duties may include, but is not limited to the following duties:

1. Remain on site at all times during shift and not leave their post until a replacement guard arrives. Breaks for lunch will be given at the discretion of the ADPHT agency contact person. The vendor will be responsible for staffing the security assignment while guards are on break.
2. Not loiter on the grounds either before or after work hours and not fraternize with employees, clients or guest.
3. Provide security checks through the perimeter of the buildings and parking lots. Routine inside inspection of these buildings will be made for security and safety reasons periodically during the night. Ensure all exterior doors to all buildings are secured and locked. ADPHT may provide the security guard company with the necessary master keys to access buildings, which must be locked, unlocked or monitored.
4. Be able to monitor the security system and cameras.
5. Be knowledgeable of and follow the guard post orders and emergency procedures for site emergency (fire, vandalism, etc.). Know the locations of fire extinguishers and other emergency equipment under his/her patrol assignment.
6. Ensure all state vehicles are secured and locked.
7. Report any incidents of employee endangerment or potentially harmful activity to the agency contact person within one hour of learning of the incident or activity.
8. In the event of any altercation, a written report should be submitted to the agency contact person detailing the incident within twenty-four (24) hours following the incident.
9. Maintain the DAR, recording each security check and provide the report to the agency contact person at the completion of each shift. The DAR should include, but is not limited to the following:
 - a) time the report is opened and closed;
 - b) time of shift change;
 - c) theft or missing items;
 - d) unlocked doors and windows;
 - e) breakage;
 - f) calls to local authorities;
 - g) non-working devices;
 - h) any unusual events
10. Guards may receive additional instruction and/or information from the agency personnel as necessary.

2.19 SECURITY GUARD OFFICER IDENTIFICATION AND DRESS CODE

Security guard officers assigned to State building and reporting for duty shall:

1. Wear a clean, pressed uniform without obvious signs of wear such as stains, holes, tears or fading. Uniforms should include shirts, trousers, jacket, and rain gear during inclement weather.
2. Wear a State issued picture identification badge or card containing their name and the name of the company so that State employees, guest and clients are able to identify the guard and their purpose for being on State property
3. Display a professional appearance while on duty.

2.20 EQUIPMENT

The vendor should provide the following equipment, but is not limited to the following equipment:

1. Flashlights, batteries and bulbs.
2. Report forms, log books and notebooks containing post orders.

3. Working cell phones to all assigned guards for communication. The cellular telephone should be of the type and quality to enable voice or text communication from any point in the building. The vendor will provide the phone number to the agency contact person and is responsible for reporting any changes related to the cell phone number within twenty-four (24) hours.

2.21 WEAPONS RESTRICTIONS

Security guard officers shall not carry firearms at any time while on State property.

2.22 VEHICLE REQUIREMENTS

Security guard officers should have the following:

1. A working/drivable vehicle that is properly identified as a security company vehicle.
2. The vehicle should be equipped with working patrol lights so that State employees, guest and clients can recognize the purpose of the vehicle.
3. The vehicle should be properly identified with company logo/decals.
4. All assigned security guard officer should carry a hand held radio, supplied by ADPHT while on duty.

2.23 GUARD SCHEDULE AND HOURS

As stated above the number of security guard officers, hours and locations are estimated and may vary according to agency needs.

A. Two (2) full time locations

1. Mosaic Templars Cultural Center (MTCC)
501 W. 9th St., Little Rock, AR
Contact Kendrick Cross @ 501-683-3608

Day of week: Tuesday through Saturday and may include, but is not limited to the following State holidays:

Dr. Martin L. King, Jr. Day and Veteran's Day.

Estimated number of guards: one (1)

Estimated time & hours daily: 9:00 a.m. – 5:00 p.m. 8 hours per day

Estimated hours per year: 2140

2. Old State House Museum (OSHM)
300 W. Markham, Little Rock, AR
Contact Mike Dauzat @ 501-324-8659

Day of week: Monday through Friday and may include, but is not limited to the following State holidays:

Dr. Martin L. King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day.

Estimated number of guards: one (1)

Estimated time & hours daily: 8:45 a.m. – 5:00 p.m. 8 hours 15 minutes per day

Estimated hours per year: 5000

Day of week: Saturday and may include, but is not limited to the following State holidays:

Dr. Martin L. King, Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, and Veteran's Day.

Estimated number of guards: two (2)

Estimated time & hours daily: 8:45 a.m. – 5:00 p.m. 8 hours 15 minutes per day x two (2) guards.

Estimated hours per year: 884

Day of week: Sunday and may include, but is not limited to the following State holidays:

Dr. Martin L. King, Jr. Day, Presidents Day, Memorial Day, Independence Day,
Labor Day, and Veteran's Day.

Estimated number of guards: two (2)

Estimated time & hours daily: 12:45 p.m. – 5:00 p.m. 4 hours 15 minutes per day x two (2) guards.

Estimated hours per year: 468

Note: One parking spot may be available for one (1) guard. No more than one spot is available at any time.

B. Twelve (12) part time locations will be monitored on an as needed basis. These buildings may be rented to outside groups on various occasions for special events. Guard duties will be given at time of notification a guard is needed. The vendor must provide the requested number of guards within a four-hour notice given by the agency.

1. Arkansas State Archives located at One Capitol Mall, #215, Little Rock, AR
2. Delta Cultural Center located at 141 Cherry Street, Helena, AR (example of event: Delta Family Gospel Fest)
3. Historic Arkansas Museum located at 200 E. Third Street, Little Rock, AR (example of event: 2nd Friday Art Night)
4. Mosaic Templars Cultural Center
5. Old State House Museum
6. Trapnall Hall located at 423 E. Capitol, Little Rock, AR

The following locations are located at 1100 North Street, Little Rock, AR

7. Arkansas Arts Council
8. Arkansas Historic Preservation
9. DAH-Central Administration
10. Natural Heritage Commission

The following locations are located at 1000 LaHarpe Street, Little Rock, AR

11. Collection Management Facility (example of event: guided tours, collection transporting)
12. Arkansas Natural Cultural Resources Council located in the Collection Management Facility

Day of week: will vary and may include weekends and holidays.

Estimated number of guards: one (1) security guard per one hundred (100) guests for special events.

Estimated time & hours daily: will vary

Estimated hours per year: 200

2.24 PERFORMANCE STANDARDS

- A. State law requires that contracts for services include Performance Standards for measuring the overall quality of services that a Contractor **shall** provide.
- 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. Table A: *Performance Standards* identifies expected deliverables, performance measures, or outcomes; and defines the acceptable standards.
- C. Performance Standards **shall not** be amended unless they are agreed to in writing and signed by the parties.
- D. Failure to meet the minimum Performance Standards as specified will result in the assessment of damages.
- E. 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.
- F. Should any compensation be owed to the Department due to the assessment of damages, the Contractor **shall** follow the direction of the Department regarding the required compensation process.

TABLE A: PERFORMANCE STANDARDS

Criteria	Standard	Damages
Vendor shall provide adequate staff on-site at all times.	Vendor shall provide the required number of guards for each location which shall be on site 100% of the time as outlined in the bid.	1% credit on bi-weekly invoice for each full hour in which a guard is not present at the location and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Guard shall report incidents of employee endangerment or harmful activity.	Guard shall promptly report to DAH contact personnel within one (1) hour of learning of an incident.	\$100 credit on bi-weekly invoice for each instance not reported to DAH personnel within an hour of occurrence and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Vendor response.	Vendor shall respond to DAH personnel within four (4) hours of initial contact regarding any issue. Includes both business and non-business hours.	\$100 credit on bi-weekly invoice for each instance in which the vendor does not contact DAH personnel within a four (4) hour period and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.
Guard shall have proper identification and a professional uniform appearance.	Guards must wear a photo identification badge issued by the company after passing AR State Police background checks and must be dressed in a professional manner in company issued uniform and not have the appearance of being worn, torn, fading, etc.	10% credit on bi-weekly invoice for non-compliance of proper uniform identification and police background checks and could result in a below standard VPR being submitted. Continued errors may result in the contract being cancelled.

SECTION 3 – SOLICITATION TERMS AND CONDITIONS

3.1. ACCEPTANCE OF REQUIREMENTS

- A. A Prospective Contractor's past performance with the State may be used to determine if the Prospective Contractor is responsible (OSP Rule R1:19-11-235).
 - 1. Bids submitted by Prospective Contractors determined to be non-responsible will be rejected.
- B. A single Prospective Contractor **must** be identified as the prime contractor.
 - 1. The prime Contractor **shall** be responsible for the resulting contract and jointly and severally liable with any of its subcontractors, affiliates, or agents to the State for the performance thereof.
- C. By submitting a bid, the Prospective Contractor represents and warrants:
 - 1. That the prices in the bid have been arrived at independently, without any collusion with another competing Prospective Contractor.
 - a. Collusion violates Arkansas Procurement Law and can lead to suspension, debarment, and can be referred to the Attorney General's officer for investigation and appropriate legal action (Arkansas Code Annotated § 19-11-240 and 19-11-245).
 - 2. That the Prospective Contractor has not retained a person to solicit or secure the resulting 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 Prospective Contractor for the purpose of securing business.
- D. Qualifications, services, and commodities **must** meet or exceed the required Specifications as set forth in the Solicitation.

3.2. GENERAL TERMS AND CONDITIONS

- A. The Contractor **must** be registered as a vendor to receive payment and may register online by visiting ark.org/vendor/index and clicking the *Start Here* button.
- B. Pursuant to Arkansas State Procurement Law, the Contractor **shall** certify that, unless they offer to provide the goods or services for at least twenty percent (20%) less than the lowest certifying Prospective Contractor:
 - 1. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of Israel (Arkansas Code Annotated § 25-1-503),
 - 2. They are not engaged in and **shall not**, during the aggregate term of the resulting contract, engage in a boycott of an Energy, Fossil Fuel, Firearms, or Ammunition Industry (Arkansas Code Annotated § 25-1-1102).
- C. Pursuant to Arkansas Procurement Law, the Contractor **shall** certify that the Contractor does not knowingly employ or contract with illegal immigrants and that the Contractor **shall not** knowingly employ or contract with illegal immigrants during the aggregate term of any contract with the State or any of its departments, institutions, or political subdivisions (Arkansas Code Annotated § 19-11-105).
- D. The Contractor **shall** invoice the State as required by the Department and should not invoice the State in advance of delivery and acceptance of any commodities or services (Arkansas Code Annotated § 19-4-1206).
 - 1. The Contractor should invoice the agency by an itemized list of charges. The Department's purchase order number and/or the contract number should be referenced on each invoice.
 - 2. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance of commodities and services by the Department.

3. Payment will be made only after the Contractor has successfully satisfied the Department as to the reliability and effectiveness of the commodities or services purchased as a whole.
- E. The Contractor should be able to accept the State's authorized VISA Procurement Card (p-card) as a method of payment. Price changes or additional fee(s) **must not** be levied against the State when accepting the p-card as a form of payment.
- F. The Prospective Contractor **shall** certify that they are not a company owned in whole or with a majority ownership by the government of the People's Republic of China (a "Scrutinized Company") and that they do not and **shall not** during the aggregate term of the resulting contract employ a Scrutinized Company as a contractor (Arkansas Code Annotated § 25-1-1203).
- G. This IFB incorporates all terms of the *Services Contract (SRV-1) Fillable Form* (found [here](#))
 1. The contract template is attached to the Solicitation as a sample for your information only.
 2. A Prospective Contractor's bid may be rejected if a Prospective Contractor takes exception to any terms, conditions, or Requirements in this IFB.
- H. The Prospective Contractor agrees and **shall** adhere to all terms, conditions, and Requirements if selected as the Contractor.
 1. Items may only be modified if the legal requirement is satisfied and approved by the State during negotiations.

3.3. MINORITY AND WOMEN-OWNED BUSINESS

- 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 91st 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*.

3.4. PROPRIETARY INFORMATION

- A. The release of public records is governed by the Arkansas Freedom of Information Act (Arkansas Code Annotated § 25-19-101 et. seq.).
- B. Submission documents pertaining to the Solicitation become the property of the State and may be subject to the Arkansas Freedom of Information Act (FOIA).
- C. In accordance with FOIA, and to promote maximum competition in the State competitive sealed bidding, the State may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets and other information exempted from public disclosure pursuant to FOIA.
- D. Under no circumstances will pricing information submitted in response to an invitation for sealed bids be designated as confidential after the sealed bids have been opened.
- E. Consistent with and to the extent permitted under FOIA, any Prospective Contractor may designate appropriate portions of a bid as confidential by submitting a redacted copy of the bid. By so redacting any information contained in the bid, the Prospective Contractor warrants that, after having received

such necessary or proper review by counsel or other knowledgeable advisors, it has formed a good faith opinion that the portions redacted are not considered public records under FOIA.

- F. If a Prospective Contractor deems part of the information contained in a response not to be a public record, the Prospective Contractor should submit one (1) complete copy of the submission documents from which any proprietary or confidential information has been redacted in their bid response. Except for the redacted information, the redacted copy **must** be identical to the original copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- G. The Prospective Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- H. The redacted copy will be open to public inspection under the FOIA without further notice to the Prospective Contractor. If the State deems redacted information to be subject to a public record request under FOIA, the State will endeavor to notify the Prospective Contractor prior to release of the redacted record.
- I. The State has no liability to a Prospective Contractor with respect to the disclosure of Prospective Contractor's confidential or proprietary information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

3.5. INTERGOVERNMENTAL/COOPERATIVE USE OF PROPOSAL AND CONTRACT

- A. In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation.