



**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-20-0084	Solicitation Issued:	July 28, 2020
Description:	Janitorial Services – Riverdale		
Agency:	Transformation and Shared Services – Division of Building Authority		

SUBMISSION DEADLINE			
Bid Opening Date:	August 25, 2020	Bid Opening Time:	1:00 p.m., Central Time
Sealed bids must be delivered to the Office of State Procurement before the bid opening time and on or before the bid opening date. Sealed bids are opened contemporaneously at the bid opening time. Late bids shall be rejected as untimely. See section 1.2 for information regarding Live Bid Openings.			

DELIVERY OF RESPONSE DOCUMENTS	
Delivery Address and Bid Opening Location:	<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:	Judy Shirley	Buyer's Direct Phone Number:	501-324-9314
Email Address:	Judy.shirley@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	<a href="https://www.arkansas.gov/tss/procurement/bids/index.php">https://www.arkansas.gov/tss/procurement/bids/index.php</a>		

## SECTION 1 – REQUIREMENTS

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

### 1.1 INTRODUCTION

This Invitation for Bid (IFB) is issued by the Office of State Procurement (OSP) for the Department of Transformation and Shared Services (TSS)/ Division of Building Authority (DBA) to obtain pricing and a contract for Janitorial Services for the Commerce Building located at One Allied Drive in Little Rock, Arkansas.

### 1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/96457843902?pwd=K3diK2Y0UVhySWh0NFZUOEExLSnBGQT09>

Meeting ID: 964 5784 3902

Meeting Password: 957121

Dial-In Information: 877 853 5257 US Toll-free  
888 475 4499 US Toll-free

### 1.3 CLARIFICATION OF BID SOLICITATION

- A. The Prospective Contractor should notify the OSP buyer of any term, condition, etc., that precludes the Prospective Contractor from submitting a compliant, 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.
- B. Prospective Contractors may contact the OSP buyer with non-substantive questions at any time prior to the bid opening.
- C. 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.

### 1.4 DEFINITION OF TERMS

Unless otherwise defined herein, all terms defined in Arkansas Procurement Law and used herein have the same definitions herein as specified therein.

“Prospective Contractor” means a responsible bidder who submits a responsive bid in response to this solicitation.

The terms “Invitation For Bid”, “IFB,” “Bid Solicitation,” and “Solicitation” are used synonymously in this document.

“Responsive bid” means a bid submitted in response to this solicitation that conforms in all material respects to this IFB.

“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.

“Requirement” means a specification that a Contractor’s commodity **must** and/or service **shall** meet or exceed in the performance of its contractual duties under any contract awarded as a result of this IFB. These specifications will be distinguished by using the terms “shall” or “must” in the requirement.

"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 Department using such a contract.

"Day Person" means a person who is at the janitorial service location between the hours of 8:00 a.m. to 4:30 p.m. CT to provide janitorial services as required per this IFB.

"Business Days" means Monday through Friday, 8:00 a.m. to 4:30 p.m. CT excluding State recognized holidays.

## 1.5 INTRODUCTION

This Bid Solicitation is issued by the Office of State Procurement (OSP) on behalf of the TSS/Division of Building Authority (DBA) to obtain pricing and a contract for Janitorial Services for the Commerce Building at One Allied Drive in Little Rock, Arkansas.

Approximate cleanable square footage at bid issuance date is: 191,884. DBA reserves the right to make additions to or decreases in the current cleanable square feet based on construction requirements, needs of the agency, or requirements which were unknown at the time of this IFB.

Any addition to or decreases in the cleanable square feet occurring prior to the 15th of any month will become effective the 1st day of the month in which the change occurs. Any additions to or decreases in the cleanable square feet occurring after the 15th of any month will become effective the 1<sup>st</sup> day of the following month. In all cases, the Contractor **shall** provide janitorial services at the same per square foot price as provided under a resulting contract.

The square foot price will be used to calculate the cost of services in the event the building cleaning areas should have additions or deletions of square footage.

## 1.6 MANDATORY SITE VISIT

- A. Prospective Contractor **shall** attend and participate in a mandatory site visit as specified in this IFB.
- B. Prospective Contractor **shall** only have one (1) representative present at the DBA location to participate in the mandatory site visit.
- C. Prospective Contractor representative **must** follow all guidelines posted at the Commerce Building regarding COVID-19 guidelines.
- D. Prospective Contractor representative **must** follow all social distancing requirements during the mandatory site visit.
- E. Prospective Contractor representative **must** provide their own facial mask.
- F. Late arrivals will not be permitted to join the mandatory site visit.
- G. The mandatory site visit will begin at the following location, date and time:

Location: Commerce Building  
One Allied Drive  
Little Rock, AR

Date: August 11, 2020

Time: 10:00 AM CT

Meet inside building lobby at security station.

- H. Upon arrival at the location specified above, the Prospective Contractor's representative participating in the mandatory site visit **shall** sign a sign-in sheet provided by OSP and/or DBA.
  - 1. Prospective Contractor's representative should drive to the location prior to the mandatory site visit to determine where to park and allow enough time to arrive before the mandatory site visit begins.
  - 2. Should the Prospective Contractor or their representative 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 the mandatory site visit.
- I. The Prospective Contractor's representative **shall** provide *Attachment A – Mandatory Site Verification Form* to DBA personnel for signature upon completion of the mandatory site visit.
- J. Prospective Contractor's representative **shall** submit the original, signed *Attachment A – Mandatory Site Verification Form* with their bid submission.
- K. Should the Prospective Contractor fail to participate in the mandatory site visit at the location, date, and time specified in this section for any reason, or fail to submit the signed *Attachment A – Mandatory Site Verification Form* with their bid submission, the Prospective Contractor's bid will be rejected.
- L. Prospective Contractor or their representative present and participating in the mandatory site visit will be given the opportunity to ask questions during the mandatory site visit.
  - 1. Although answers will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses by DBA 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.

#### 1.7 PROSPECTIVE CONTRACTOR QUALIFICATIONS

- A. Prospective Contractor **shall** have cleaned a single commercial general office space with a minimum of 170,000 square feet or more for a minimum of twelve (12) consecutive months. The Prospective Contractor **shall not** combine the square feet of multiple buildings to meet this Requirement.
- B. At the time of bid submission, the Prospective Contractor **shall** have a valid Arkansas business license. A copy of the license should be submitted with the bid submission but **must** be provided within three (3) Business Days when requested by DBA and/or OSP.
  - 1. The Contractor **shall** maintain a valid Arkansas business license, per City or County, throughout the term of the Contract.
  - 2. In the event the Contractor's business license expires or becomes invalid, the Contractor **shall** have fifteen (15) Business Days to obtain a new or renewed license and provide a copy to DBA.
  - 3. Should renewal of a business license require more than fifteen (15) Business Days, justification **must** be submitted to DBA by the City or County in which the Contractor is licensed.

4. If justification is not submitted and/or approved from the City or County, then DBA reserves the right to submit a thirty (30) day cancellation notice to the Contractor.
  5. The Contractor **shall** maintain a current business license throughout the aggregate term of a resulting contract and **shall** submit a copy of the business license each year prior to renewal date of the resulting contract.
- C. The Contractor **shall** be responsible for any cost associated with an invalid or delinquent license.
- D. The business license name **must** be as shown on the bid response or awarded contract. Failure to provide a copy of the current Arkansas business license, as specified above, may constitute grounds for contract cancellation upon thirty (30) day written notice or cancellation to the Contractor.
- E. When requested by OSP and/or DBA, Prospective Contractor **shall** submit, within three (3) Business Days of request, a minimum of three (3) account references, all of which **must** be in Central Arkansas, to whom Prospective Contractor has been providing client services of a same or similar nature within the last two (2) years. See map defining Central Arkansas area – *Attachment B – ADEM Emergency Management Areas by Region*.
1. Submitted account references **must** be on reference account's company letterhead and **must** be submitted when requested by OSP and/or DBA.
  2. Each reference **must** include contact person name, telephone number, including cell phone number if possible, and email address.
  3. If contacted, the account references should rate the quality of cleaning by rating the Prospective Contractor's performance as to poor, fair, good, or excellent in quality of cleaning.
- F. OSP and/or DBA reserves the right to contact any or all clients of the Prospective Contractor even if they were not provided by the Prospective Contractor. Other client sites may be visited by a DBA Representative.

## 1.8 CONTRACTOR REQUIREMENTS

- A. The Contractor **shall** provide janitorial services at the Commerce Building at One Allied Drive in Little Rock, Arkansas.
- B. The Contractor janitorial service requirements **shall** include but not be limited to the following:
1. LOSS OR DAMAGE TO STATE PROPERTY
    - a. The Contractor **shall** be responsible for and reimburse DBA for all loss and/or damage to the State's property due to the actions of Contractor's janitorial staff.
    - b. The Contractor **shall** reimburse DBA for all loss and/or damage to the State's property within seven (7) Business Days of the damage being reported and/or at an agreed upon time by DBA.
    - c. The Contractor **shall** take all precautions necessary to prevent the unauthorized use by janitorial staff or pilferage of the following to include but not be limited to;
      - i. Materials

- ii. Tools
  - iii. Equipment, fixtures
  - iv. Furnishings
  - v. Receptacles
  - vi. Tenant offices and common areas
  - vii. Telephones and all other equipment installed in the offices that are the property of the State of Arkansas. Unauthorized use is subject to reimbursement to the State.
- d. The Contractor **shall** repair, correct, replace, and/or bring to the same condition as prior to cleaning, all damage(s) resulting from misused products and/or from the use of products not recommended for areas being serviced.
- e. All cleaning products **must** be compliant for cleaning the area being serviced.
- f. Failure to use compliant products will result in a \$25.00 deduction (per product) from the next billing cycle.
- g. The Contractor **shall** purchase at the Contractor's own expense an insurance policy to cover the Contractor's owned property. See section: 1.16 Insurance Requirements.

## 2. CELL PHONE COMMUNICATION

- a. The Contractor **shall** ensure all janitorial staff assigned to the Commerce Building has access to a cell phone on Business Days from 8:00 a.m. to 4:30 p.m., CT for immediate communication with Mark Herring at: o. (501) 682-5208, m. (501) 319-5747 and/or the assigned DBA representative.
- b. The Contractor **shall** notify Mark Herring by electronic email method at: [mark.herring@dfa.arkansas.gov](mailto:mark.herring@dfa.arkansas.gov) immediately of all cell phone number and/or changes of janitorial staff members throughout the life of any resulting contract from this IFB.

## 3. CONTRACTOR'S KEYS/FOBS

- a. The Contractor **shall** report lost or stolen keys and/or fob(s) within one (1) business day, by phone and/or an email to Mark Herring and/or DBA representative.
- b. The Contractor **shall** be responsible for any additional costs associated with replacement of access keys/fob(s).
- c. The Contractor's day janitorial staff **must** pick up access keys and/or fob(s) at the beginning of their shift from the security station on the first floor.
- 1. The access keys and/or fob(s) **must** be returned to the security station at the conclusion of the day shift.
  - 2. The access keys and/or fob(s) **must** not be removed from the premises.
- d. The Contractor **shall** keep all access keys/fob(s) for the night janitorial staff in the janitorial closet on the first floor.
- 1. The Contractor's designated supervisory personnel **shall** be allowed to remove access keys/fob(s) from the premises.

- e. The Contractor **shall** be provided access to all areas of the building to be serviced either daily or by special request. .
- f. There are currently no restricted areas in the Commerce Building that needs servicing only during the day shift.
- g. The Contractor **shall** request additional access to the building for special requests or activities. e.g. Carpet shampooing or floor work.
  - 1. Request for additional access (including weekend or holiday work) will be reviewed by DBA on an individual basis and **must** be approved in advance by Mark Herring and/or the assigned DBA representative.

#### 4. STAFFING/LABOR

- a. The Contractor **shall** supply all staffing/labor required to ensure janitorial service specifications are met per this IFB.
- b. The Contractor and/or any assigned Contractor's employees **shall not** carry any type of weaponry of any kind whatsoever, whether permitted or non-permitted, onto the premises of the Commerce Building or onto State property.
  - i. The Contractor **shall** immediately remove from State property, a janitorial staff member found to have weaponry, on the premises of the Commerce Building or on any State property.
- c. The Contractor **shall** provide a minimum of one (1) janitorial staff member, a Day Person, on Business Days, from 8:00 a.m. to 4:30 p.m., Central Time to perform the janitorial services required by this IFB.
- d. The Contractor **shall** provide the necessary janitorial staff coverage on Business Days, from 5:00 p.m. to 9:00 p.m., Central Time to perform the janitorial services required by this IFB.
- e. The assigned on-site supervisor **shall** perform the following tasks including but not limited to the following:
  - i. Inspect the work performed by the day and night shift staff.
  - ii. Visually check all janitorial staff when entering and leaving the building for items belonging to the State or Contractor.
  - iii. Serve as a replacement should a scheduled janitorial staff member fail to report for their assigned shift.
- f. The Contractor **shall** notify DBA by phone and/or email when a Day Person janitorial staff member fails to report for their assigned shift, typically within fifteen (15) minutes after the janitorial staff member's assigned shift was scheduled to begin.
- g. The Contractor **shall** assign additional janitorial staff members, per the requirements of this IFB, as the Contractor determines necessary to fulfill the service requirements of this IFB.
- h. The Contractor **shall** follow IFB requirement of criminal background checks (See section 1.8 (6) on each additional staff member prior to placement in the Commerce Building

location.

- i. If requested by DBA, the Contractor **shall** replace a janitorial staff member who may become incompatible with the State, as determined by DBA.
  - i. The Contractor **shall** replace the janitorial staff member in a manner that does not interfere with the janitorial services provided under a resulting contract.
- j. The Contractor **shall** notify, Mark Herring and/or the DBA assigned representative, within one (1) hour, by phone and email of changes or substitutions to a Day Person janitorial staff member assigned to the Commerce Building.
- k. The Contractor **shall** provide to Mark Herring and/or the DBA assigned representative, by email, when requested, the names of the following that are assigned to the Commerce Building:
  - i. On-site supervisor
  - ii. All janitorial staff members
  - iii. Quality control inspector
- l. The Contractor **shall not** have visitors at the Commerce Building while providing janitorial services.

5. STAFF UNIFORMS

- a. The Contractor **shall** furnish a company shirt with company identification to its janitorial staff.
- b. The company identification **must** be clearly visible and prominently displayed on the shirt.
- c. The company provided shirt **must** be worn while providing janitorial services at the Commerce Building.

6. CRIMINAL BACKGROUND CHECKS (COMPANY OFFICIAL/STAFF)

- a. The Contractor **shall** provide, at no cost to the State of Arkansas, the Criminal Background Check Reports (Attachment C: *Arkansas State Police Individual Record Check Request Form*) on the following:
  - i. The Contractor and company officials assigned to this IFB service/location.
  - ii. Supervisors and employees including those employees that may be tasked with the performance of infrequent tasks such as carpet, tile work, and/or replacement staff.
- b. All employees working in the building **must** pass an Arkansas State Police (ASP) criminal background check prior to the commencement of their work.
- c. An employee **must not** be placed in the building and commence work until and unless they have passed an ASP criminal background check.



- d. DBA reserves the right to determine if a company employee passes or fails the criminal background check based on the results of the check.
- e. If the individual fails the ASP criminal background check, they **must not** be allowed to work or visit the building in performance of any contractual duties or responsibilities.
- f. The use of online background checks **must not** be acceptable.
- g. ASP certified Background Check Reports **must** be provided on all Contractor's employees to DBA prior to building access, including employees that may be added later and/or those employees that are used for infrequent tasks such as the itemized requirements on Attachment D: *Janitorial Task List and Frequency Schedule*.
- h. Background Check Reports **must** include current information (information defined as within 72 hours).
  - i. Background reports which do not include current information **must not** be considered.
  - ii. Background Check Reports **must** be sent by ASP directly to DBA for review.
- i. DBA reserves the right to have Prospective Contractor's employees take polygraph examinations under the provisions of Public Law #100-347, 29 USC 2001 et. Seq. All expenses for polygraph examinations **must** be at the expense of the Contractor.
- j. DBA reserves the right to require additional background checks on any employee, at no cost to the State, at any time during the initial or any subsequent terms of the contract should suspicious circumstances exist. DBA will have sole discretion to determine good cause.
- k. The Contractor **shall** be responsible for all costs associated with all DBA required additional background checks for any employee associated with performing the tasks of this IFB.

7. CLEANING SUPPLIES AND PRODUCTS

- a. The Contractor **shall** supply and maintain an inventory stock of all cleaning supplies and/or products to provide service as required based on the population of the building and the scheduled meetings (i.e. a minimum of one (1) month's supply of most used products) in the janitorial closet to include, but not be limited to:
  - i. Tissue paper
  - ii. Paper towels (white bleached where available)
  - iii. Liquid soap
  - iv. Trash can liners (floor trash receptacle liners and wall unit trash receptacles)
  - v. Sanitary napkin receptacle liners
  - vi. Toilet seat covers

- vii. Air freshener/dispenser units for restrooms (including replacement of unit, batteries, and scents for the term of the contract)
- b. The Contractor **shall not** be responsible for the supplies in the break room areas.
- c. The Contractor **shall** use certified green cleaning products, as required by DBA and generally accepted janitorial industry standards, to help create a healthy work environment for the janitorial staff and its building occupants.
  - i. DBA requires the most environmentally friendly products with equivalent or higher performance at equal or lower cost than traditional products.
- d. The Contractor **shall** utilize cleaning products having little or no odor, fumes, fragrance, or perfumes.
- e. The Contractor **shall** provide Product Safety Data Sheets for the cleaning products, within twenty-four (24) hours of request by email to DBA [mark.herring@dfa.arkansas.gov](mailto:mark.herring@dfa.arkansas.gov).
- f. The Contractor **shall** keep a current copy of the Products Data Safety Sheets for all cleaning products used in conjunction with the services provided at the Commerce Building in a folder marked "Product Data Safety Sheets" in the main janitorial closet, on the first floor, at the Commerce Building.

#### 8. EQUIPMENT

- a. The Contractor **shall** provide all equipment necessary to provide janitorial services at the Commerce Building to include but not be limited to vacuum cleaners, buffers, floor scrubbers, high pressure washer, etc.
- b. The Contractor **shall** only utilize High-Efficiency Particulate Air (HEPA) model vacuum cleaners to aid in the reduction of allergens and pollutants becoming airborne.
- c. 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 work performed. See section 1.16 Insurance Requirements.
- d. The Contractor **shall** receive approval from DBA for all equipment used under any resulting contract.

#### 9. STORAGE AND DELIVERY OF SUPPLIES

- a. The Contractor **shall** be responsible for receiving, handling, storage, and delivery of all materials, supplies, and/or equipment needed for contract performance.
- b. The Contractor **shall** keep janitorial closets clean, safe, sanitary, odor free, and in a neat manner.

#### 10. DAILY, WEEKLY, MONTHLY, SEMI-ANNUALLY SERVICE SCHEDULE

- a. The Contractor **shall** follow the Daily, Weekly, Monthly, Semi-Annually, or as-needed janitorial service schedule as specified herein or as otherwise instructed by OSP and/or DBA.

- b. The janitorial service schedule is listed and posted as Attachment D: *Janitorial Task List and Frequency Schedule* to this IFB. The Prospective Contractor may reference as an “at-a-glance” overview of the janitorial services to be provided.
- c. The Contractor **shall** adjust the janitorial services performed to maintain the Commerce Building in an optimal clean condition per the requirements of this IFB.
- d. The Contractor may adjust the days and/or hours the Contractor provides services at the Commerce Building during the contract term(s) to maintain the building in an optimal clean condition with prior written approval from Mark Herring and/or DBA assigned representative.
- e. Weekend janitorial services may be requested from DBA and **shall** be performed per DBA's schedule with prior approval. e.g. Carpet cleaning, floor cleaning, etc.
- f. The Contractor **shall** receive prior written approval from Mark Herring and/or the DBA assigned representative, for all adjustments to the janitorial services provided.

11. CONTRACTOR RESPONSE TIME FOR JANITORIAL SERVICE ISSUES/CONCERNS

- a. The Contractor **shall** respond by phone and/or email to DBA's inquiries/complaints regarding a janitorial staff related issue or function within two (2) business hours of receipt.
- b. The Contractor **shall** provide the janitorial services addressed in the complaint and rectify the complaint within eight (8) business hours or at a time determined by DBA and to DBA's satisfaction.
- c. The Contractor **shall** take all reasonable measures and precautions necessary to avert anyone from entering the Commerce Building after 4:30 p.m. Central Time on Business Days for any reason, unless it is local fire, police, ambulance, or other emergency personnel.
  - i. The Contractor **shall** permit emergency personnel to enter the building as required.
  - ii. Tenants working after hours **must** use their own access card to enter the building.
- d. The Contractor's employees **shall** be on time for assigned shifts and **shall not** leave the Commerce Building once the cleaning shift begins.
- e. Exceptions to the above include but are not limited to the following:
  - i. Removal of trash from the building to the dumpsters.
  - ii. A building emergency, such as a fire.

Failure of the Contractor to adhere to this Requirement may result in contract cancellation.

- f. The Contractor **shall not** have visitors at the Commerce Building while providing janitorial services under a resulting contract.
- g. The Contractor **shall** be available and on call to DBA personnel from 8:00 a.m. until 4:30 p.m. CT, on Business Days to provide janitorial services to include but not be limited to the following:

- i. Clean and remove human bodily fluids.
  - ii. Remove solid waste.
  - iii. Perform janitorial services the previous shift did not complete.
- h. The Contractor and/or janitorial staff **shall** immediately report to DBA personnel, by phone and follow up by an email, all situations having the potential to cause an emergency and/or needing repairs, such as those brought about by the Contractor's janitorial staff to include but not be limited to:
  - i. Defective plumbing.
  - ii. Unlocked doors.
  - iii. Mechanical issues of building fixtures. (e.g. Soap dispenser, water leakage, non-flushing toilets, etc.)
  - iv. Fire hazards.
  - v. All emergency situations, such as a fire.

## 12. QUALITY CONTROL INSPECTION

- a. The Contractor **shall** perform a quality control inspection, at a minimum of once per week, on Business Days, between the hours of 8:00 a.m. and 4:30 p.m., Central Time to confirm that the janitorial services are being performed in accordance with the Requirements of this IFB.
- b. The quality control inspection **must** be performed by someone other than the on-site supervisor assigned to the Commerce Building.
- c. The Contractor **shall** contact DBA immediately to discuss all problems and/or concerns uncovered during the inspection and **shall** proceed as instructed by DBA.

## 13. TRAINING

- a. The Contractor's janitorial staff assigned to the Commerce Building **shall** attend emergency response action training, provided by DBA, at the Commerce Building location when scheduled by DBA.
- b. The Contractor **shall** provide the same training to all new janitorial staff assigned to the Commerce Building prior to the new janitorial staff member providing services.

## 1.9 **CONTRACTOR'S SERVICE SCHEDULE REQUIREMENTS (DAY PERSON)**

- A. The Day Person **shall** clean and disinfect/sanitize items throughout the building that are touched or handled extensively throughout the day (door handles especially at entrances and restrooms, elevator buttons, water fountains, faucet handles, etc.).
- B. The Day Person **shall** clean and maintain all entrance and exit glass.
  - 1. The entrance glass must be cleaned at a minimum of once daily and/or as needed per the weather conditions. e.g. rain, dust/dirt, other weather conditions distorting the clear view through the glass.

- C. The Day Person **shall** clean and sweep all entrance mats.
- D. The Day Person **shall** vacuum all entrance carpets and rugs.
- E. The Day Person **shall** dust and wipe down all surfaces at entrances, lobby area, and hallways and vacuum and mop areas as necessary.
- F. The Day Person **shall** remove any tape from doors or around entrance areas.
- G. The Day Person **shall** inspect and monitor outside perimeter of building and entrances including sweeping, gum removal, and trash removal from waste receptacles and smoking areas.
- H. The Day Person **shall** maintain and service waste receptacles in common areas such as break areas and hallways.
- I. The Day Person **shall** check, stock, and clean restrooms multiple times daily and empty waste receptacles as necessary.
- J. The Day person **shall** refrain from mopping restrooms unless necessary and “Wet Floor” signs **must** be placed as needed.
- K. The Day Person **shall** clean water fountains and all areas around water fountains.
- L. The Day person **shall** maintain break rooms and copy areas and collect trash, vacuum, and dust as necessary.
- M. The Day person **shall** clean metal in and around passenger elevators.
  - 1. Freight elevator **must** be cleaned as needed.
- N. The Day Person **shall** be available and on call to DBA personnel for spills (including human body fluid/solid based incidents), mopping, vacuuming, and any other issues that require attention during the day or were not performed satisfactorily the previous night.
- O. The Day Person **shall** maintain all entrances and lobbies when inclement weather (e.g. rain, snow, etc.) occurs.
  - 1. All water and/or other debris **must** be cleaned up and “Wet Floor” signs **must** be in place throughout the workday and until all janitorial activities are complete.
- P. The Day Person **shall** sweep all stairwells and mop, if needed, to remove any spills or other debris.
- Q. The Day Person **shall** check the cafeteria multiple times daily for any issues which need servicing such as trash removal, sweeping and/or mopping, etc.
- R. The Day Person **shall** place “Wet Floor” signs at locations where floors are mopped and only those areas of concern should be addressed by the Day Person. Significant areas of the cafeteria should not be mopped during the day shift.
- S. The Day Person **shall** check fitness center and associated restrooms and locker areas for servicing as needed.

- T. The Day Person **shall** notify DBA personnel of any building maintenance issues that are noticed during the day to include but not be limited to the following:
1. Running or leaking toilets.
  2. Dripping faucets and/or fixtures.
  3. Doors that don't properly close.
  4. Issues with soap dispensers.
  5. Sinks or water fountains that don't drain properly.

#### 1.10 DAILY SERVICE SCHEDULE

- A. The Contractor's janitorial staff **shall** vacuum and/or sweep all carpeted areas in a manner that removes all dust balls, fuzz, and debris in the Commerce Building including but not limited to the following:
1. Public areas
  2. Trafficked areas
  3. Elevators
  4. Office's
  5. Conference rooms
  6. Breakrooms
  7. Kitchen areas
- B. The Contractor's janitorial staff **shall** inspect under chairs, tables, and desks and **shall** vacuum those areas daily.
- C. The Contractor's janitorial staff **shall** sweep all non-carpeted flooring, entrance mats, and rugs, and **shall** mop all non-carpeted flooring.
- D. The Contractor's janitorial staff **shall** clean all restroom toilets and floors.
- E. The Contractor's janitorial staff **shall** inspect all restroom walls and stalls and clean if needed.
- F. The Contractor's janitorial staff **shall** clean all interior and exterior glass entrances, doors, mirrors, and panels within the Commerce Building, including offices, conference rooms, and breakrooms, etc.
- G. The Contractor's janitorial Day Person and afternoon janitorial staff **shall** inspect and collect debris and trash from all offices, conference rooms, breakrooms, exterior receptacles, including the building's perimeter and entrance areas and dispose of in designated dumpsters.
- H. The Contractor's janitorial staff **shall** dust the contents of all offices, office cubicles, conference rooms, and breakrooms, stairwells and landings, including but not limited to:

1. Desks
  2. Bookcases
  3. Shelves
  4. Doors
  5. Cubicle tops/dividers
  6. Ledges
  7. Chairs
  8. Other items requested by DBA
- I. The Contractor's janitorial staff **shall** clean and disinfect stainless steel items and fixtures in breakrooms and restrooms.
  - J. The Contractor's janitorial staff **shall** clean and sanitize the water fountains and the areas around water fountains.
  - K. The Contractor's janitorial staff **shall** clean and sanitize the counters and sinks in breakrooms and restrooms.
  - L. The Contractor's janitorial staff **shall** replenish, as needed, during the morning, afternoon, and evening check of restroom areas the following products to include but not be limited to:
    1. Toilet paper
    2. Paper towels
    3. Liquid soap
    4. Air fresheners
  - M. The Contractor's janitorial staff **shall** spot clean wall surfaces, partitions, doors, doorframes, switches, and receptacles as needed.
  - N. The Contractor's janitorial staff **shall** clean and disinfect chairs and tables in breakrooms, conference rooms, and offices with appropriate cleaners throughout the day as needed.
  - O. The Contractor's janitorial staff **shall** complete all daily janitorial services, not completed the previous business day, on the next business day, and/or as determined by DBA.
  - P. The Contractor's janitorial staff **shall** inspect stairwells and landings throughout the building and remove debris, spills, and other trash as needed throughout the day and/or as requested by DBA.

**1.11 WEEKLY SERVICE SCHEDULE**

- A. The Contractor's janitorial staff **shall** sweep and mop stairwells including landings and any interior concrete floor surfaces as directed by DBA.
- B. The Contractor's janitorial staff **shall** disinfect and clean restroom entrance doors, stall partitions, and stall doors.
- C. The Contractor's janitorial staff **shall** vacuum under desks, tables, and chairs in all rooms and areas of the building.
- D. The Contractor's janitorial staff **shall** scrub and clean outside entrances and approaches to the building, which may at times require heavier equipment than the standard mop and broom.
- E. The Contractor's janitorial staff **shall** provide spot removal and treatment on all upholstered items in the building including but not be limited to:
  - 1. Furniture
  - 2. Chairs
  - 3. Partitions and walls
- F. At a minimum, the Contractor's janitorial staff **shall** replace trash liners with new liners twice per week, excluding instances whereby the trash liners contain food, liquid, or other items which may spill or become putrid. (See Attachment D - *Janitorial Task List and Frequency Schedule*).

**1.12 MONTHLY SERVICE SCHEDULE**

- A. The Contractor's janitorial staff **shall** deep clean tiled floors and grout throughout the building and then machine scrub tiled floors using a mild abrasive and water. Deep clean is defined as more than just normal mopping practices. (i.e. removal of any grout staining)
- B. The Contractor's janitorial staff **shall** dust all picture frames, wall hangings, defibrillator boxes, fire equipment, light fixtures (floor and free standing), and HVAC vents and louvers throughout the building or as directed by DBA.
- C. The Contractor's janitorial staff **shall** disinfect the inside and outside of all trash cans and trash receptacles located inside and outside the building and including those located in restrooms.
- D. The Contractor's janitorial staff **shall** wipe down vending machines throughout the building.
- E. The Contractor's janitorial staff **shall** remove cobwebs, dust, and other debris from office corners and light fixtures.
- F. The Contractor's janitorial staff **shall** wipe down and clean all blinds and window ledges throughout the building.
- G. The Contractor's janitorial staff **shall** dust all decorative plants and directory panels throughout the building.

**1.13 SEMI-ANNUAL SERVICE SCHEDULE**

- A. The Contractor **shall** coordinate Semi-Annual janitorial services with DBA.



- B. In March and September of each year, the Contractor **shall** shampoo all carpets and strip and refinish all non-carpeted flooring.
- C. The Contractor's janitorial staff **shall** use carpet shampooing and stripping/refinishing equipment that extracts excess water, dirt, and debris from the areas receiving service.
- D. Equipment used for shampooing and stripping/refinishing **must not** cause damage to the carpet, furniture, and/or walls; and **must not** leave fuzz or spots on carpets.
- E. The Contractor **shall** use environmentally friendly, green cleaning solutions designed for shampooing carpets that has little or no odor or fumes.
- F. The Contractor **shall** not cause damage to carpets or floors and **shall** notify DBA immediately of all damage caused by the cleaning solution or equipment used to shampoo carpets or buff flooring.

#### 1.14 JANITORIAL TASKS

- A. The Contractor **shall** perform tasks in accordance with the following guidelines:

##### 1. CLEANING METHODS

- a. The Contractor **shall** use cleaning processes as required by this IFB.
- b. The Contractor **shall** utilize cleaners that are compatible with each surface being cleaned.
- c. The Contractor **shall** use cleaning solutions that **must** be environmentally safe for employees when they return to work after any type of cleaning the Commerce Building.
- d. The Contractor **shall not** use harsh chemicals as cleaning solutions.
- e. The Contractor **shall** always adhere to safety measures when cleaning the Commerce Building.

##### 2. VACUUM CLEANER/VACUUMING

- a. The Contractor's janitorial staff **shall** use a HEPA model vacuum cleaner (commercial or residential model) to:
  - i. Remove debris and/or particles from carpeted areas including entrance carpets and rugs throughout the building.
  - ii. Reduce allergens and pollutants from being airborne.
  - iii. Clean and keep carpets free from dust balls, dirt, and other debris.
- b. Prior to vacuuming an area, the Contractor's janitorial staff **shall** move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, etc.).
- c. After vacuuming, the Contractor's janitorial staff **shall** replace all items back in the location they moved them from.

### 3. SWEEPING

- a. The Contractor's janitorial staff **shall** use a sweeping device (i.e. straw broom, electric broom, and/or dust mop, etc.) to remove debris and/or particles from floors other than carpeted areas.
- b. The Contractor's janitorial staff **shall** sweep in the corners, behind doors, stairwells, entrances, and around the outside perimeter of the building, etc.

### 4. WET MOP

- a. The Contractor's janitorial staff **shall** use a wet mop (cloth, dust, micro-fiber, wool, cloth strip, etc.) to wipe debris from the floor surface.
- b. The Contractor's janitorial staff **shall** use compatible floor cleaners per the surface receiving the mopping.

### 5. FLOORS

- a. The Contractor's janitorial staff **shall** utilize signage (i.e. Caution: Wet Floors) when floors are wet from mopping, rain, spot removal, or being cleaned, etc.
- b. Floors **must** be clean and free of dirt, water streaks, mop marks, mop strings, etc.
- c. Floors **must** be properly rinsed and present an overall appearance of cleanliness.
- d. Baseboards, walls, furniture and equipment **must not** in any way be splashed, disfigured or damaged during any mopping task.
- e. Floors and/or carpeted areas that may have spots **must** be cleaned using compatible cleaning solutions/equipment/device, etc. designated for spot removal.
- f. The Contractor's janitorial staff **shall** remove any buildup, spillage, crusted material, etc. along with any spots, smears and/or stains.
- g. The Contractor's staff **shall not** leave any evidence of "fuzzing" caused by harsh rubbing or brushing of carpet.
- h. The spot cleaned areas **must** blend with adjacent areas.
- i. The Contractor's janitorial staff **shall** shampoo areas with a compatible cleaning machine, commercial or residential.
- j. The Contractor's janitorial staff **shall** utilize compatible cleaning solutions for shampooing the carpets.
- k. The carpet cleaning equipment **must** extract excess water, dirt, and debris from the area receiving the cleaning.
- l. The cleaning equipment and/or the cleaning solutions **must not** cause damage to the areas being cleaned.

- m. The Contractor **shall** report any damage to any area being cleaned due to damage from the cleaning solutions, equipment, devices, etc. to DBA, by phone or email, as soon as the Contractor becomes aware of such damage during normal business hours.
  - i. Should the Contractor become aware of such damage after normal business hours, then the Contractor **shall** notify DBA the following business day during normal business hours, except when it is an emergency.
  - ii. For emergencies, the Contractor **shall** notify DBA immediately.
  - iii. If agency personnel reports damage due to janitorial service, DBA will investigate and complete an incident report.
  - iv. If any damage to facilities is caused by janitorial service personnel, then DBA has authority to request payment/correction.

#### 6. TILE FLOORS

- a. The Contractor **shall** scrub/buff the tile floors with water and a mild abrasive using a rotary type buffer on a monthly basis and/or as determined by DBA.

#### 7. GLASS

- a. The Contractor's janitorial staff **shall** clean all the following glass items, and **shall** follow all standard safety precautions, to include, but not limited to:
  - i. Interior glass windows
  - ii. Glass panels
  - iii. Exterior glass windows at building entrances (e.g. Glass doors, Glass panels in doors, Door glass side panels if applicable, etc.)
- b. The Contractor's janitorial staff **shall** clean all glass and mirrors. The Contractor's janitorial staff may use a squeegee as needed on the glass items.
- c. The Contractor's janitorial staff **shall not** leave any visible streaks or cloth residue on the glass items.

#### 8. DUSTING

- a. The Contractor's janitorial staff **shall** use dusting product solution cleaners on the surfaces receiving the dusting.
- b. The Contractor's janitorial staff **shall** use dusting devices, to include, but not be limited to:
  - i. Soft dusting cloths
  - ii. Feather duster
  - iii. Pre-treated dusting cloths
  - iv. Micro-fiber cloths

- c. The dusting devices **must not** scratch or cause any damage to the areas receiving the dusting.
  - d. The Contractor's janitorial staff, at a minimum, **shall** dust around without disturbance to the following items:
    - i. Desks
    - ii. Tables
    - iii. Chairs
    - iv. Fixtures
    - v. Ledges
    - vi. Edges
    - vii. Shelves
    - viii. Exposed pipes
    - ix. Door frames
    - x. Office partitions/cubicles/dividers
    - xi. Defibrillator boxes
    - xii. Storage areas
    - xiii. Tops of file cabinets
  - e. The Contractor's janitorial staff **shall** use an extendable cleaning device designed for dusting overhead items.
  - f. The use of ladders is discouraged by DBA, however, if used, the Contractor **shall** notify DBA by phone or email, prior to ladders being used for cleaning.
  - g. The Contractor's janitorial staff **shall not** leave any visible streaks or cloth residue on the areas receiving the dusting.
  - h. The extendable cleaning device **must not** damage or leave residue on the areas receiving the cleaning.
9. TRASH
- a. The Contractor's janitorial staff **shall** remove all trash and debris from trash receptacles and deposit in the designated trash containers, located in the back of the building. The area within 20 feet of the dumpster **must** be maintained so that no debris is present.
  - b. Doors **must not** be left ajar during the removal of trash and debris from the building.

- c. The Contractor's janitorial staff **shall** use key cards, to be assigned by DBA, to scan in and out of the building during the trash removal process.
- d. The Contractor's janitorial staff **shall** remove all trash and debris from the outside trash and smoking receptacles located around the building.
- e. Exterior trash and debris removal **must** be limited to one (1) time per night.
- f. Waste receptacle **must not**, at any time, have an offensive odor due to contents or lack of cleaning methods.

#### 10. KITCHEN/BREAK ROOM, ETC.

- a. The Contractor's janitorial staff **shall** clean countertops and sinks daily along with sweeping/mopping of floors.

#### 11. SANITIZE AREAS

- a. The Contractor's janitorial staff **shall** sanitize areas to include, but not limited to:
  - i. Kitchen
  - ii. Break rooms
  - iii. Drinking fountains
  - iv. Restrooms
  - v. Door handles
  - vi. Elevator Control Panels
- b. The Contractor's janitorial staff shall not leave any visible streaks or cloth residue on any of the areas receiving the cleaning as mentioned above.

#### 1.15 SPECIAL CLEANING REQUESTS FOR MEETINGS

- A. Janitorial staff **must** service and check all meeting/training rooms daily (primarily 2nd floor).
- B. Janitorial services to be provided **must** include but not be limited to:
  - a. Dusting
  - b. Vacuuming
  - c. Wiping tables
  - d. Other, periodic floor work
  - e. Servicing restroom with restroom supplies

#### 1.16 INSURANCE REQUIREMENTS

- A. Prior to award or when requested by DBA, the Contractor **shall** furnish an approved "Certificate of Insurance" and **must** maintain the following insurance requirement throughout the contract period.

B. The insurance **must not** be modified without DBA approval.

C. The Contractor **shall** have the following liability limits:

Commercial General Liability Each Occurrence	\$1,000,000.00
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General Aggregate	\$2,000,000.00
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Automobile Liability Combined Single Limit	\$1,000,000.00
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Worker's Compensation and Employer's Liability

Worker's Compensation Employer Liability	Statutory Limits \$100,000.00
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Disease Each Employee	\$100,000.00
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Umbrella Liability Each Occurrence	\$2,000,000.00
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General Aggregate	\$2,000,000.00
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D. The Contractor **shall** assume all liability for any accident(s) that may occur directly or indirectly by the Contractor and the Contractor's employees during contract work.

E. The Contractor **shall** name DBA as a Certificate holder on each Certificate of Insurance and **shall** notify DBA of any intention to cancel the insurance within ten (10) days.

F. The Contractor **shall** supply DBA with replacement Certificates of Insurance not less than thirty (30) days prior to the expiration dates or renewal dates of any insurance policies reflected on such certificates.

G. The Contractor **shall** provide Commercial General Liability insurance with the additional insured endorsement that is primary non-contributory. All policies **must** contain a waiver of subrogation against the State of Arkansas and Transformation and Shared Services - Division of Building Authority arising from work performed by or on behalf of the Contractor.

## 1.17 PERFORMANCE STANDARDS

A. State law requires that 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. The below table 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 and

mutually agreed upon.

- 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 shall be considered a breach of any contract that gets awarded hereunder. The State may pursue any remedies it has at law, equity, and/or under such contract including, without limitation, termination or cancellation of contract and/or the imposition of liquidated damages.
- G. In the event a Performance Standard is not met, the Contractor may be allowed to defend or cure the insufficiency. The State has sole and final determination of the acceptability of any cure.

Criteria	Standard	Damages
Daily and Weekly Cleaning	Agency complaints corrected within eight (8) business hours of complaint or notification.	If correction is not complete within eight (8) business hours: \$10.00 per hour will be deducted from the next monthly invoice. The charge per hours will begin the ninth (9th) business hour from the complaint or notification until DBA and the Prospective Contractor have documented that the issue has been resolved.
Monthly, Semi-Annual, and Annual Cleaning (as applicable)	Agency complaints corrected within twenty-four (24) business hours of complaint or notification.	If correction is not complete within 24 business hours: \$10.00 per hour will be deducted from the next monthly invoice. The charge per hour will begin the 25th business hour from complaint or notification until DBA and the Prospective Contractor have documented that the issue has been resolved.
Cleaning Products	Use of compliant products for the area being cleaned.	Failure to use compliant products will result in a deduction of \$25.00 (per product or instance) from the next monthly invoice. Damage resulting from products misused or products not recommended for areas serviced will be the Prospective Contractor's responsibility to repair, correct, replace, or bring to the same condition prior to cleaning.

## SECTION 2 – GENERAL INSTRUCTIONS AND INFORMATION

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

### 2.1 ISSUING AGENCY

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

### 2.2 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, 2021, except that the actual contract start date may be adjusted 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.

### 2.3 CONTRACTOR SELECTION

Award will be made to the lowest-bidding, responsible Prospective Contractor on a/an all or none basis.

### 2.4 RESPONSE DOCUMENTS

#### A. *Bid Response Packet*

1. The following are Bid Submission Requirements and **must** be submitted as a hardcopy in the original *Bid Response Packet*.
  - a. Original signed *Bid Signature Page*. (See *Bid Response Packet*.)
    - i. A signed Bid Signature Page included in the *Bid Response Packet*. The signature must be that of a person authorized to contractually bind the Prospective Contractor.
    - ii. *Bid Response Packet*, which **must** be in the English language.
  - b. One (1) original copy of the *Official Solicitation Price Sheet* (See Attachment E - *Official Bid Price Sheet*). Pricing **must** be proposed in U.S. dollars and cents.
2. The following items should be submitted in the original *Bid Response Packet*, preferably on a flash drive and in PDF format.
  - a. One (1) copy of the *Official Solicitation Price Sheet*,
  - b. EO 98-04 Disclosure Form.
  - c. Copy of Prospective Contractor's *Equal Opportunity Policy*.
  - d. Proposed Subcontractors Form.
3. **DO NOT** include any other documents or ancillary information, such as a cover letter or promotional/marketing information.



**2.5 ACCEPTANCE OF REQUIREMENTS**

- A. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the Requirements in the Specifications Section(s) of this IFB by listing them on the *Exceptions Form* (See Bid Response Packet), Prospective Contractor understands its submission of a bid to represent that its bid meets all such Requirements.
- B. A Prospective Contractor's bid may be rejected if the Prospective Contractor takes exception to any Requirements in the Specifications Section(s) of this IFB.

**2.6 ADDITIONAL TERMS AND CONDITIONS**

- A. Any special terms and conditions included in this solicitation shall override the Solicitation Terms and Conditions located on the OSP website here: <https://www.transform.ar.gov/procurement/agencies/forms-and-reporting/>.
- B. Unless a Prospective Contractor expressly and conspicuously identifies any exception or exceptions to any of the terms in the General Instructions and Information Section of this IFB by listing them on the Exceptions Form (See Bid Response Packet), Prospective Contractor agrees and will adhere to all terms if selected as the successful Contractor. Items identified as non-negotiable may only be modified if the legal requirement is satisfied and approved by the State.

**2.7 PRICE ESCALATION**

Price changes may be negotiated at the time of contract renewal at the discretion of the State. Any 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 Department of Transformation and Shared Services, Office of State Procurement, has the right to approve or deny any request for a price adjustment.

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

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

**2.8 INVOICING AND PAYMENT AFTER DELIVERY**

Payment for the Commodities is due within thirty (30) days of the date of the Contractor's delivery of Commodities conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

Invoices must be sent to:

TSS/Division of Building Authority  
Attention: Accounts Payable  
P. O. Box 2485  
Little Rock, AR 72203

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.

**2.9 TERMINATION AND CANCELLATION CLAUSES**

- A. **Non-Appropriation Clause Pursuant to §19-11-1012(11).** In the event the State of Arkansas fails to appropriate funds or make monies available for any biennial period covered by the term of the Contract for the services to be provided by the Contractor, the Contract shall be terminated on the last day of the last biennial period for which funds were appropriated or monies made available for such

purposes. This provision shall not be construed to abridge any other right of termination the agency may have.

- B. **For Convenience.** The Department may terminate the Contract for any reason by giving the Contractor written notice of such termination no less than sixty (60) days prior to the date of termination.
- C. **For Cause.** The Department may cancel the Contract for cause when the Contractor fails to perform its obligations under it by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the State will advise the Contractor in writing of the reasons why the State is considering cancelling the Contract and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The parties may endeavor to agree to reasonable modifications in the Contract to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

## **2.10 NON-NEGOTIABLE GOVERNING LAW AND VENUE**

- A. The Contract shall be governed by and construed in accordance with the Laws of the State of Arkansas. Exclusive venue arising under the Contract is Pulaski County, Arkansas.
- B. Any legislation that may be enacted subsequent to the date of the Contract, which may cause all or any part of the Contract to be in conflict with the laws of the State of Arkansas, will be given proper consideration if and when the Contract is renewed or extended. At such time, the parties agree that the Contract shall be amended to comply with any applicable laws in effect.
- C. Under Arkansas law, the release of public records is governed by the Arkansas Freedom of Information Act found at Section 25-19-101 et. seq. of the Arkansas Code Annotated.

## **2.11 NON-NEGOTIABLE SOVEREIGN IMMUNITY**

Nothing in the Contract shall be construed as a waiver of the State's sovereign immunity. Any claims Contractor wishes to assert against the State in connection with the Contract shall be brought in the Arkansas State Claims Commission.

## **2.12 NON-NEGOTIABLE DISCLOSURE REQUIRED BY EXECUTIVE ORDER 98-04**

Any contract or amendment to a contract executed by an agency which exceeds \$10,000 shall require the Vendor to disclose information as required under the terms of Executive Order 98-04 and the Regulations pursuant thereto. The Vendor shall also require the subcontractor to disclose the same information. The Contract and Grant Disclosure and Certification Form shall be used for this purpose. Contracts with another government entity such as a state agency, public education institution, federal government entity, or body of a local government are exempt from disclosure requirements.

The failure of any person or entity to disclose as required under any term of Executive Order 98-04, or the violation of any rule, regulation or policy promulgated by the Department of Finance and Administration pursuant to this Order, shall be considered a material breach of the terms of the contract, lease, purchase agreement, or grant and shall subject the party failing to disclose, or in violation, to all legal remedies available to the Agency under the provisions of existing law.

**2.13 COMPLIANCE**

The Contractor shall ensure, in cooperation with the Department, that the Contract adheres to the requirements of Arkansas procurement law, including without limitation the inclusion of any mandatory language and the submission of the contract for any required review. The Contractor acknowledges that the Contractor is:

- A. Equally responsible with the Department for adhering to the requirements of Arkansas Procurement Law related to the content and review of the Contract; and
- B. Subject to the relevant ethical provisions of § 19-11-701 et seq.

**2.14 INDEMNITY**

The Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the Department, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorney's fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns.

**2.15 ASSIGNMENT/SUBCONTRACTING**

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under the Contract, in whole or in part, without the prior written approval of the Department.

**2.16 AMENDMENTS**

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without written approval of both parties.

Any amendment which contains a material change or involves major changes in the objectives and scope of the Contract may require review by Legislative Council or Joint Budget Committee.

**2.17 RECORDS**

Financial and accounting records reasonably relevant to State of Arkansas transactions under the Contract shall be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the date of expiration, termination or cancellation and final payment under this Contract, provided, however, that such government authorities will provide thirty (30) days written notice to the Contractor of its intent to conduct such examination contemplated by this section; and provided that such examination occurs pursuant to a mutually agreed upon location, during normal business hours and subject to reasonable confidentiality obligations.

**2.18 NON-WAIVER**

The failure by one party to require performance of any provision shall not affect that party's right to require performance at any time thereafter, nor shall a waiver of any breach or default of the Contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**2.19 SEVERABILITY**

If any provision of the contract is held unenforceable, all remaining provisions of the Contract shall remain in full force and effect.