



STATE OF ARKANSAS

Department of Transformation and Shared Services
 Office of State Procurement
 501 Woodlane St., Ste. 220
 Little Rock, AR 72201-1023

INVITATION FOR BID BID SOLICITATION DOCUMENT

SOLICITATION INFORMATION

Bid Number:	SP-21-0014	Solicitation Issued:	01/19/2021
Description:	Janitorial Services		
Agency:	Arkansas Department of Parks, Heritage and Tourism /ADPHT Division of Arkansas Heritage		

SUBMISSION DEADLINE

Bid Opening Date:	February 24, 2021	Bid Opening Time:	2:00 p.m., Central Time
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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:	Department of Transformation and Shared Services Office of State Procurement 501 Woodlane St Ste 220 Little Rock, AR 72201-1023 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. Prospective Contractors assume all risk for timely, properly submitted deliveries.
Bid's Outer Packaging:	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. <ul style="list-style-type: none"> • Bid number • Date and time of bid opening • Prospective Contractor's name and return address

OFFICE OF STATE PROCUREMENT CONTACT INFORMATION

OSP Buyer:	Wendy Gossett	Buyer's Direct Phone Number:	501-371-6070
Email Address:	wendy.gossett@dfa.arkansas.gov	OSP's Main Number:	501-324-9316
OSP Website:	https://www.transform.ar.gov/procurement/		

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 Arkansas Department of Parks, Heritage and Tourism (ADPHT) - Division of Arkansas Heritage (DAH) to obtain pricing and a contract for janitorial service(s) and supplies at three (3) State locations:

- (1) ADPHT - DAH Central HQ
1100 North Street
Little Rock, AR 72201
Contact: Greg Roberts
- (2) ADPHT - DAH Historic AR Museum (HAM)
200 E. Third Street
Little Rock, AR 72201
Contact: Mark Farag
- (3) ADPHT - DAH Mosaic Templars Cultural Center (MTCC)
501 West 9th Street
Little Rock, AR 72201
Contact: Kenneth Brown

1.2 LIVE BID OPENING

See instructions below to view the bid opening online.

Zoom Meeting Link: <https://arkansas-gov.zoom.us/j/81801597071?pwd=a2pkYjB4UTBmMnBtSDhsazNrbzgyUT09>

Meeting ID: 818 0159 7071

Meeting Password: 154459

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 BACKGROUND

ADPHT- DAH reserves the right to make additions to or decreases in the current cleanable square footage based on construction requirements, needs of the agency, and/or unknown requirements at the time of this IFB.

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

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

Approximate combined cleanable square footage of all three (3) ADPHT-DAH locations is: 124,812.

1.6 MANDATORY SITE VISIT

- A. Prospective Contractor **shall** attend and participate in each mandatory site visit as specified in this IFB.
- B. Prospective Contractor **shall** only have one (1) representative present at the ADPHT-DAH location to participate in each mandatory site visit.
- C. Prospective Contractor representative **shall** follow all guidelines posted at each mandatory site visit location regarding COVID-19 guidelines.
- D. Prospective Contractor representative **shall** follow all social distancing requirements during each mandatory site visit.

- E. Prospective Contractor representative **shall** provide their own facial mask at each mandatory site visit.
- F. Late arrivals will not be permitted to join the mandatory site visit(s).
- G. The mandatory site visit will begin at the following location(s) at the scheduled date and time:

MANDATORY SITE VISIT LOCATIONS						
Date	Time	Location	Address	Meeting location	Approx. Square Footage	Approx. employee count
February 3, 2021	10:00 AM CT	ADPHT – DAH Central HQ	1100 North Street, Little Rock, AR 72201	Inside building lobby	35,812	75
February 3, 2021	1:00 PM CT	ADPHT – DAH Historic AR Museum (HAM)	200 E. Third Street Little Rock, AR 72201	Inside building lobby	54,000	25
February 3, 2021	2:30 PM CT	ADPHT – DAH Mosaic Templars Cultural Center (MTCC)	501 West 9 th Street Little Rock, AR 72201	Inside building lobby	35,000	10

- H. Upon arrival at the location(s) specified above, the Prospective Contractor’s representative participating in the mandatory site visit **shall** sign a sign-in sheet provided by OSP and/or ADPHT-DAH.
 - 1. Prospective Contractor’s representative should drive to the location(s) 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 ADPHT-DAH location(s) 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 ADPHT-DAH personnel for signature upon completion of the mandatory site visit(s).
- J. Prospective Contractor’s representative should 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(s) at the location, date, and time specified in this section for any reason, the Prospective Contractor’s bid will be rejected.

- L. Prospective Contractor or their representative present and participating in the mandatory site visit(s) will be given the opportunity to ask questions during the mandatory site visit(s).
1. Although answers will be provided as a courtesy to all Prospective Contractors in attendance, no oral responses by ADPHT-DAH and/or OSP personnel to any question posed at the mandatory site visit(s) 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. The Prospective Contractor awarded a contract pursuant to this Solicitation **shall** clean the approximately 124,812 square feet of the ADPHT/DAH locations to the satisfaction of ADPHT/DAH. To be considered a responsible bidder, Prospective Contractor **must** be able to demonstrate past experience and present capacity to clean commercial general office space of similar size and scope at the ADPHT/DAH locations, approximately 50,000 square feet, or more, for a minimum of six (6) consecutive months to the satisfaction of their customers, as evidenced by recommendation. The Prospective Contractor maybe permitted to combine the square feet of multiple commercial buildings it was responsible for cleaning during the same contract period to meet or exceed this Requirement, but may not combine the square feet of multiple commercial buildings that were not under contract at the same time. If the square footage of more than one building is combined to meet the experience standard, ADPHT/DAH and OSP reserve the right and discretion to assess the building type and square footage reported to determine whether the Prospective Contractor's experience adequately demonstrates capacity to perform.
- 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 or at a timeframe determined by ADPHT-DAH and/or OSP, when requested by ADPHT-DAH 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 ADPHT-DAH.
 3. Should renewal of a business license require more than fifteen (15) Business Days, justification **must** be submitted to ADPHT-DAH 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 ADPHT-DAH 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 the 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 should 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 ADPHT-DAH, Prospective Contractor **shall** submit, within three (3) Business Days of request, a minimum of three (3) account references, all of which should 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 should be on reference account's company letterhead and **must** be submitted when requested by OSP and/or ADPHT-DAH.
 2. Each reference should 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. The account references should also be able to answer any other questions deemed necessary from OSP.
- F. OSP and/or ADPHT-DAH 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 an ADPHT-DAH Representative.

1.8 CONTRACTOR REQUIREMENTS

- A. The Contractor **shall** provide janitorial services at the three (3) ADPHT-DAH locations in Little Rock, AR as shown in section 1.6 of this IFB.
- B. The Contractor **shall** provide all communications to the appropriate maintenance person(s) at each location as shown below:
- | | |
|---------------------------|---|
| 1. ADPHT - DAH Central HQ | Greg Roberts
Phone: (501) 683-5444
Email: greg.roberts@arkansas.gov |
| 2. ADPHT - DAH (HAM) | Mark Farag
Phone: (501) 324-9310
Email: mark.farag@arkansas.gov |
| 3. ADPHT - DAH (MTCC) | Kenneth Brown
Phone: (501) 683-3593
Email: kenneth.brown@arkansas.gov |
- C. The Contractor **shall** follow all ADPHT-DAH requirements regarding restricted areas of cleaning to include but not be limited to the following:
1. ADPHT - DAH (HQ) 1100 North Street location
 - a. The Contractor **shall not** dust, wipe, clean, or touch the pieces of art/sculpture under the main stairwell, in the lobby at the 1100 North Street location. This area is maintained by museum staff.
 - b. Any damage to the pieces of art/sculpture under the main stairwell, in the lobby, at the North Street location, in anyway determined to be that of the Contractor or the Contractor's staff, **shall** result in legal action. Immediate termination, as allowed by this IFB, may also be implemented by ADPHT- DAH and/or OSP.

- D. ADPHT-DAH has the right to add or remove museum pieces during the life of any resultant contract at any of the ADPHT-DAH locations referenced in this IFB.
- E. The Contractor janitorial service requirements at each ADPHT-DAH location **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 ADPHT-DAH 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 ADPHT-DAH 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 ADPHT-DAH.
- 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. 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 or instance) 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 each ADPHT-DAH location has access to a cell phone on Business Days from 8:00 a.m. to 4:30 p.m., CT for immediate communication with the assigned ADPHT-DAH representative as shown in section 1.8 (B) of this IFB.

- b. The Contractor **shall** notify the assigned ADPHT-DAH representative as shown in section 1.8 (B) of this IFB by electronic email method 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/PROX CARDS

- a. For each ADPHT-DAH location referenced in this IFB, the Contractor **shall** report lost or stolen keys and/or Prox Cards within one (1) Business Day, by phone and/or an email to Greg Roberts, the assigned ADPHT-DAH representative as shown in section 1.8 (B).
- b. The Contractor **shall** be responsible for any additional costs associated with the replacement of access keys/Prox Cards.
- c. The Contractor's day janitorial staff **must** pick up access keys and/or Prox Cards at the beginning of their shift from Greg Roberts and/or the assigned ADPHT-DAH representative for each ADPHT-DAH location as shown in section 1.8 (B).
 - i. Greg Roberts and/or the assigned representative will program the access keys and/or Prox Cards for each location site.
 - ii. The access keys and/or Prox Cards **must** be returned to Greg Roberts and/or the assigned ADPHT-DAH representative at the service location at the conclusion of the day shift.
 - iii. The access keys and/or Prox Cards **must not** be removed from the premises of the ADPHT-DAH location(s).
- d. The Contractor **shall** keep all access keys/Prox Cards for the night janitorial staff in the janitorial closet on the first floor of each ADPHT-DAH location.
 - i. The Contractor's designated supervisory personnel **shall** be allowed to remove access keys/Prox Cards 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 at any ADPHT-DAH location 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.
 - i. Request for additional access (including weekend or holiday work) will be reviewed by ADPHT-DAH on an individual basis and **must** be approved in advance by Greg Roberts and/or the assigned ADPHT-DAH representative as shown in section 1.8 (B).

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 any referenced ADPHT-DAH location as shown in section 1.6 (B) 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 any referenced ADPHT-DAH

location in this IFB or on any State property.

- c. The Contractor **shall** provide a minimum of one (1) janitorial staff member, a Day Person, on each Business Day, at the DAH-MTCC and DAH-HAM locations, to perform the janitorial services required by this IFB. ***The DAH-HQ location does not require a Day Person.***
- 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 the ADPHT-DAH location representative, as shown in section 1.8, 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 at each referenced location in this IFB.
- i. If requested by ADPHT-DAH, the Contractor **shall** replace a janitorial staff member who may become incompatible with the State, as determined by ADPHT-DAH.
 - 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 the ADPHT-DAH assigned location representative as referenced in section 1.8 (B) of this IFB, within one (1) hour, by phone and email of changes or substitutions to a Day Person janitorial staff member assigned to the ADPHT-DAH location.
- k. The Contractor **shall** provide to the ADPHT-DAH assigned representative as shown in section 1.8 (B), by email, when requested, the names of the following that are assigned to each ADPHT-DAH referenced location as shown in section 1.8 (B):
 - i. On-site supervisor
 - ii. All janitorial staff members

- iii. Quality control inspector
 - I. The Contractor **shall not** have visitors at the any of the referenced ADPHT-DAH locations as shown in this IFB 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 each of the ADPHT-DAH locations as shown in Section 1.8(B).
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(s).
 - 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. ADPHT-DAH reserves the right to determine if a company employee passes or fails the criminal background check based on the results of the check.
 - d. The use of online background checks **must not** be acceptable.
 - e. ASP certified Background Check Reports **must** be provided on all Contractor's employees to ADPHT-DAH 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*.
 - f. 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 ADPHT-DAH for review.
 - g. ADPHT-DAH 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.

- h. ADPHT-DAH 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. ADPHT-DAH will have sole discretion to determine good cause.
- k. The Contractor **shall** be responsible for all costs associated with all ADPHT-DAH 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 at each ADPHT-DAH location to provide services as required based on the population of the building and the scheduled meetings. The inventory stock of all cleaning supplies and/or products **must** be kept in the janitorial closet at each ADPHT-DAH location serviced.
- b. ADPHT-DAH will furnish the paper goods i.e., toilet paper, paper towels, sanitary products, and soap for the restrooms.
- c. The Contractor **shall** include trash liners as inventory stock at each ADPHT-DAH location.
- d. The Contractor **shall** provide Air Freshener units, scent and batteries for all restroom areas at each ADPHT-DAH location serviced.
 - i. The Contractor **shall** maintain the air freshener units currently installed at each ADPHT-DAH location with agency approved scents and batteries as required.
 - ii. The Contractor **shall** replace any air freshener units, as required, with an ADPHT-DAH approved model.
 - iii. All Air Freshener units **must** become the property of the serviced ADPHT-DAH location upon termination of any awarded contract.
- e. The Contractor **shall** provide cleaning products for all breakroom areas.
- f. The Contractor **shall** use certified green cleaning products, as required by ADPHT-DAH and generally accepted janitorial industry standards, to help create a healthy work environment for the janitorial staff and its building occupants.
 - i. ADPHT-DAH requires the most environmentally friendly products with equivalent or higher performance at equal or lower cost than traditional products.
- g. The Contractor **shall** utilize cleaning products having little or no odor, fumes, fragrance, or perfumes.
- h. The Contractor **shall** provide Product Safety Data Sheets for the cleaning products, within twenty-four (24) hours of request by email to the ADPHT-DAH assigned representative as shown in section 1.8 (B).

- i. 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 three (3) ADPHT-DAH locations as referenced in section 1.8. in a folder marked "Product Data Safety Sheets" in the main janitorial closet, on the first floor, at each ADPHT-DAH location serviced.

8. EQUIPMENT

- a. The Contractor **shall** provide all equipment necessary to provide janitorial services at all ADPHT-DAH locations as referenced in this IFB 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 ADPHT-DAH 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 ADPHT-DAH.
- 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 ADPHT-DAH locations as referenced in this IFB, 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 ADPHT-DAH locations as referenced in this IFB, during the contract term(s) to maintain the building(s) in an optimal clean condition with prior written approval from the DAH assigned representative at the ADPHT-DAH location as referenced in this IFB.
- e. Weekend janitorial services may be requested from ADPHT-DAH and **shall** be performed per ADPHT-DAH's schedule with prior approval. e.g. Carpet cleaning, floor cleaning, etc.

- f. The Contractor **shall** receive prior written approval from the ADPHT-DAH assigned representative as shown in section 1.8 (B), 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 ADPHT-DAH's inquiries/complaints regarding a janitorial staff related issue or function within two (2) business hours of receipt.
- b. The Contractor **shall** address and rectify any complaints regarding daily and/or weekly cleaning within eight (8) business hours or at a time determined by ADPHT-DAH and to ADPHT-DAH's satisfaction.
- c. The Contractor **shall** provide the janitorial services addressed in the monthly and semi-annual agency complaints within twenty-four (24) business hours or complaint or notification.
- d. The Contractor **shall** take all reasonable measures and precautions necessary to avert anyone from entering any of the ADPHT-DAH locations as referenced in this IFB after 4:00 p.m. to 4:30 p.m. Central Time (depending on the service location closing 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(s) as required.
 - ii. Tenants working after hours **must** use their own access keys/Prox card to enter the building(s).
- e. The Contractor's employees **shall** be on time for assigned shifts and **shall not** leave the ADPHT-DAH location(s) as referenced in section 1.6 (G) once the cleaning shift begins.
- f. 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.

- g. The Contractor **shall not** have visitors at any of the ADPHT-DAH locations as referenced in section 1.6 (G) while providing janitorial services under a resulting contract.
- h. The Contractor **shall** be available and on call to ADPHT-DAH personnel from 8:00 a.m. until 4:30 p.m. CT (depending on the location closing time), 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.

- i. The Contractor and/or janitorial staff **shall** immediately report to the ADPHT-DAH location assigned representative, 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. 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 (depending on the location closing 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 ADPHT-DAH location(s).
- c. The Contractor **shall** contact by phone, the ADPHT-DAH location assigned representative as referenced in section 1.8 (B) immediately to discuss all problems and/or concerns uncovered during the inspection and **shall** proceed as instructed by ADPHT-DAH.

13. TRAINING

- a. The Contractor's janitorial staff assigned to the ADPHT-DAH location(s) **shall** attend emergency response action training, provided by ADPHT-DAH, at the 1100 North Street location when scheduled by ADPHT-DAH.
- b. The Contractor **shall** provide the same training to all new janitorial staff assigned to the ADPHT-DAH location(s) prior to the new janitorial staff member providing services.
- c. Greg Roberts and/or the assigned ADPHT-DAH representative will schedule training sessions with the Contractor and the Contractor's janitorial staff prior to award of the contract.

1.9 **CONTRACTOR'S SERVICE SCHEDULE REQUIREMENTS PER THE ADPHT-DAH-MTCC and ADPHT-DAH-HAM LOCATIONS (DAY PERSON)**

- A. The Day Person **shall** only be required at the ADPHT-DAH-MTCC location and the ADPHT-DAH-HAM location.
- B. 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.).
- C. The Day Person **shall** clean and maintain all entrance and exit glass.

1. The entrance and exit 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.
- D. The Day Person **shall** clean and sweep all entrance mats.
- E. The Day Person **shall** vacuum all entrance carpets and rugs.
- F. The Day Person **shall** dust and wipe down all surfaces at entrances, lobby areas, and hallways and vacuum and mop areas as necessary.
1. Excluding items mentioned in Museum Pieces, section 1.8 (C) b.
- G. The Day Person **shall** remove any tape from doors or around entrance areas.
- H. 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.
- I. The Day Person **shall** maintain and service waste receptacles in common areas such as break areas and hallways.
- J. The Day Person **shall** check, stock, and clean restrooms multiple times daily and empty waste receptacles as necessary.
- 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 ADPHT-DAH 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** notify ADPHT-DAH 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 at the ADPHT-DAH location as referenced in section 1.6 (G) 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 and clean all restroom walls and stalls.
- F. The Contractor's janitorial staff **shall** clean all interior and exterior glass entrances, doors, mirrors, and panels within the assigned ADPHT-DAH location as referenced in this IFB, 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 ADPHT-DAH
- 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 ADPHT-DAH.
 - 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 ADPHT-DAH.

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 the ADPHT-DAH assigned representative as referenced in this IFB.
- 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(s) or as directed by ADPHT-DAH.
 - 1. Excluding items mentioned in Museum Pieces, section 1.8 (C) b.
- 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(s) and including those located in restrooms.
- D. The Contractor's janitorial staff **shall** wipe down vending machine(s) throughout the building if applicable to the location.
- 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 service location as referenced in this IFB.
- G. The Contractor's janitorial staff **shall** dust all decorative plants and directory panels throughout the building service location as referenced in this IFB.

1.13 SEMI-ANNUAL SERVICE SCHEDULE

- A. The Contractor **shall** coordinate Semi-Annual janitorial services with the ADPHT-DAH location assigned representative as referenced in this IFB.
- 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 DAH immediately, by phone and/or email, 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 at the ADPHT-DAH location(s) as referenced in this IFB.
- d. The Contractor **shall not** use harsh chemicals as cleaning solutions.
- e. The Contractor **shall** always adhere to safety measures when cleaning the ADPHT-DAH location(s).

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 following floor types may be included at the ADPHT-DAH building locations as referenced in this IFB. The approximate square feet for each type is listed below:
 - i. ADPHT - DAH (HQ)
 1. Carpet - 22,000 square feet
 2. Vinyl Tile - 5,200 square feet
 - ii. ADPHT - DAH (HAM)
 1. Carpet - 10,360 square feet
 2. Vinyl Composite Tile - 1,850 square feet
 3. Cork Flooring - 1,200 square feet
 4. Concrete Floors - 2,400 square feet
 5. Urethane Brick Floors - 4,800 square feet
 6. Wood Floors - 5,850 square feet
 7. Painted Concrete Floors - 80 square feet
 - iii. ADPHT - DAH (MTCC)
 1. Carpet - 14,743 square feet
 2. Vinyl Composite Tile - 1,761 square feet
 3. Hardwood - 3,007 square feet
- b. The Contractor's janitorial staff **shall** follow all floor cleaning requirements to include but not be limited to the following:

- i. 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.
 - ii. Floors **must** be clean and free of dirt, water streaks, mop marks, mop strings, etc.
 - iii. Floors **must** be properly rinsed and present an overall appearance of cleanliness.
 - iv. Baseboards, walls, furniture and equipment **must not** in any way be splashed, disfigured or damaged during any mopping task.
 - v. Floors and/or carpeted areas that may have spots **must** be cleaned using compatible cleaning solutions/equipment/device, etc. designated for spot removal.
 - vi. The Contractor's janitorial staff **shall** remove any buildup, spillage, crusted material, etc. along with any spots, smears and/or stains.
- c. The Contractor's staff **shall not** leave any evidence of "fuzzing" caused by harsh rubbing or brushing of carpet.
 - d. The spot cleaned areas **must** blend with adjacent areas.
 - e. The Contractor's janitorial staff **shall** shampoo areas with a compatible cleaning machine, commercial or residential.
 - f. The Contractor's janitorial staff **shall** utilize compatible cleaning solutions for shampooing the carpets.
 - g. The carpet cleaning equipment **must** extract excess water, dirt, and debris from the area receiving the cleaning.
 - h. The cleaning equipment and/or the cleaning solutions **must not** cause damage to the areas being cleaned.
 - i. The Contractor **shall** report any damage to any area being cleaned due to damage from the cleaning solutions, equipment, devices, etc. to ADPHT-DAH, 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 ADPHT-DAH the following business day during normal business hours, except when it is an emergency.
 - ii. For emergencies, the Contractor **shall** notify ADPHT-DAH immediately.
 - iii. If agency personnel reports damage due to janitorial service, ADPHT-DAH will investigate and complete an incident report.
 - iv. If any damage to facilities is caused by janitorial service personnel, then ADPHT-DAH 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 ADPHT-DAH.

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 ADPHT-DAH, however, if used, the Contractor **shall** notify ADPHT-DAH 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 Prox cards, to be assigned by ADPHT-DAH, 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 each ADPHT-DAH location as referenced in section 1.8.
- 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.

- b. The Contractor's janitorial staff **shall** clean the microwave(s) daily, inside and out, with the appropriate cleaner. The Contractor's janitorial staff **shall not** use a combustible cleaning solvent.
 - i. Racks **must** be removed when needed and washed in warm soapy water and replaced dry and cleaned and ready for use.
 - ii. Glass area **must** be cleaned inside and out with appropriate cleaner.
 - iii. No streaks or cloth residue **must** be visible to the naked eye.
 - iv. All safety measures **must** be applied by the Contractor's janitorial staff regarding the cleaning of an electrical device.
- c. The Contractor's janitorial staff **shall** clean the inside and outside of the refrigerator, when needed, with cleaning products recommended for cleaning areas containing food.
 - i. Racks **must** be wiped down with a cloth containing warm soapy water and replaced dry and cleaned and ready for use.
 - ii. Bins **must** be removed and washed with warm soapy water and replaced dry and cleaned and ready for use.
 - iii. All safety measures **must** be applied by the Contractor's janitorial staff regarding the cleaning of an electrical device.

11. SANITIZE AREAS

- a. The Contractor's janitorial staff **shall** sanitize areas to include, but not limited to:
 - i. Kitchen, including countertops and sinks
 - 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 **shall** service and check all meeting/training rooms daily.
- B. Janitorial services to be provided **must** include but not be limited to:
 - 1. Dusting
 - 2. Vacuuming

- 3. Wiping tables
- 4. Other, periodic floor work
- 5. Servicing restroom with restroom supplies

1.16 INSURANCE REQUIREMENTS

- A. Prior to award or when requested by ADPHT-DAH, 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 ADPHT-DAH approval.
- C. The Contractor **shall** have the following liability limits:

Commercial General Liability Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Automobile Liability Combined Single Limit	\$1,000,000.00
Worker’s Compensation and Employer’s Liability	
Worker’s Compensation Employer Liability	Statutory Limits \$100,000.00
Disease Each Employee Umbrella Liability Each Occurrence	\$100,000.00 \$2,000,000.00
General Aggregate	\$2,000,000.00

- 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 ADPHT-DAH as a Certificate holder on each Certificate of Insurance and **shall** notify ADPHT-DAH of any intention to cancel the insurance within ten (10) days.
- F. The Contractor **shall** supply ADPHT-DAH 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 ADPHT-DAH and the Contractor have documented that the issue has been resolved.
Monthly, Semi-Annual, (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 ADPHT-DAH and the 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 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 July 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

A. Award will be made to the lowest-bidding, responsible Prospective Contractor as determined from the amount auto populated into the Total Projected Annual Cost For All Services on the Official Bid Price Sheet (See Attachment E - Official Bid Price Sheet).

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*. 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*.

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 Standard Services Contract Template, 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. The Standard Services Contract can be viewed on the OSP website here:
<https://www.transform.ar.gov/procurement/agencies/services/>.

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 ADPHT-DAH 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 service(s) is due within thirty (30) days of the date of the Contractor's conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

Invoices **must** be sent to:

Department of Arkansas Heritage
Attention: Accounts Payable
1100 North Street
Little Rock, AR 72201

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.