

**ARKANSAS STATE HIGHWAY COMMISSION
AHTD - EQUIPMENT AND PROCUREMENT DIVISION
BID INVITATION**

Bid Number: H-18-203P

BID OPENING LOCATION:
AHTD Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

MAIL TO:
AHTD Equipment and
Procurement Division
P.O. Box 2261
Little Rock, AR 72203

DELIVER TO:
AHTD Equipment and
Procurement Division
11302 W. Baseline Road
Little Rock, AR 72209

Bid Opening Date: June 6, 2017 Time: 11:00 a.m.

Sealed bids for furnishing the commodities and/or services described below, subject to the Standard Bid Conditions of this Bid Invitation will be received at the above-noted mail and delivery locations until the above-noted bid opening date and time, and then publicly opened at the above-noted bid opening location. **Bids must be submitted on this form, with attachments when appropriate, or bids will be rejected. Late bids and unsigned bids will not be considered.**

In compliance with this Bid Invitation and subject to all the Conditions thereof, the undersigned offers and agrees to furnish any and all items upon which prices are quoted, at the price set opposite each item.

Company Name: _____

Name (Type or Print): _____

Address: _____

Title: _____

Phone: _____ Fax: _____

City: _____ State: _____ Zip: _____

E-mail Address: _____

Federal Tax ID or Social Security No.: _____

Signature: _____

Signature must be legible, original (not photocopied) and in ink.
Unsigned bids will be rejected.

Item No.	Description	
1.	<p>Contract for furnishing Janitorial and Cleaning Services for the Arkansas State Highway and Transportation Department buildings at District 8, listed in the attached Bid Information and in accordance with the attached specifications from July 1, 2017 thru December 31, 2017 with an option to renew upon mutual written agreement of both parties.</p> <p>Cleaning Services, as specified, for 6 months</p> <p>All bidders should complete and return the Eligible Bidder Certification (Attachment A) and Disclosure Form (see Page 2 of Standard Bid Conditions – Item 18) issued with this bid. A current copy of the DFA Illegal Immigrant Contractor Disclosure Certification (see Page 2 of Standard Bid Conditions – Item 17) should also be submitted with bid.</p> <p>Services furnished shall be in accordance with Conditions, Bid Information and Specifications contained herein and made a part of this bid. Should there be a conflict between Standard Bid Conditions and other conditions stated in Bid Information and Specifications, the latter shall prevail.</p> <p>Bid Bond in the amount of \$500.00 required of all bidders at time of bid opening or bid will be rejected. <u>Personal and company checks are not acceptable as Bid Bonds.</u> See Condition 4 on page 1 of Standard Bid Conditions.</p> <p>Performance Bond in the amount of \$500.00 will be required of successful bidder prior to providing goods/services. <u>Personal and company checks are not acceptable as Performance Bonds.</u> See Condition 4 on page 1 of Standard Bid Conditions.</p> <p>Bids and Specifications are available on-line by going to the AHTD Web Site – www.arkansashighways.com and clicking on “Commodities and Services Bids/Contracts Information”. Tabulations will also be available at this site after award of bid/contract. If you have any questions, call this office at 501-569-2667.</p> <p>TWO SIGNED COPIES OF BID INVITATION MUST BE SUBMITTED.</p> <p>00-04 & 41-09</p>	<p>LUMP SUM _____</p>

STANDARD BID CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the invitation for bid override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the bid are accepted by the Arkansas State Highway and Transportation Department (AHTD).
2. **ACCEPTANCE AND REJECTION:** AHTD reserves the right to reject any or all bids, to accept bids in whole or in part (unless otherwise indicated by bidder), to waive any informalities in bids received, to accept bids on materials or equipment with variations from specifications where efficiency of operation will not be impaired, and to award bids to best serve the interest of the State.
3. **PRICES:** Unless otherwise stated in the Bid Invitation, the following will apply: (1) unit prices shall be bid, (2) prices should be stated in units of quantity specified (feet, each, lbs., etc.), (3) prices must be F.O.B. destination specified in bid, (4) prices must be firm and not subject to escalation, (5) bid must be firm for acceptance for 30 days from bid opening date. In case of errors in extension, unit prices shall govern. Discounts from bid price will not be considered in making awards.
4. **BID BONDS AND PERFORMANCE BONDS:** If required, a **Bid Bond** in the form of a cashier's check, certified check, or surety bond issued by a surety company, in an amount stated in the Bid Invitation, must accompany bid. **Personal and company checks are not acceptable as Bid Bonds.** Failure to submit a Bid Bond as required will cause a bid to be rejected. **The Bid Bond will be forfeited as liquidated damages if the successful bidder fails to provide a required Performance Bond within the period stipulated by AHTD or fails to honor their bid.** When a bidder claims and can show clear and convincing evidence that a material mistake was made in the bid and was not the bid intended, the bidder may be permitted to withdraw their bid prior to award without forfeiture of bid bond. Cashier's checks and certified checks submitted as Bid Bonds will be returned to unsuccessful bidders; surety bonds will be retained. The successful bidder will be required to furnish a **Performance Bond** in an amount stated in the Bid Invitation and in the form of a cashier's check, certified check, or surety bond issued by a surety company, unless otherwise stated in the Bid Invitation, as a guarantee of delivery of goods/services in accordance with the specifications and within the time established in the bid. **Personal and company checks are not acceptable as Performance Bonds.** In some cases, a cashier's check or certified check submitted as a Bid Bond will be held as the Performance Bond of the successful bidder. Cashier's checks or certified checks submitted as Performance Bonds will be refunded shortly after payment has been made to the successful bidder for completion of all terms of the bid; surety bonds will be retained. Surety bonds must be issued by a surety company authorized to do business in Arkansas, and must be signed by a Resident Local Agent licensed by the Arkansas State Insurance Commissioner to represent that surety company. Resident Agent's Power-of-Attorney must accompany the surety bond. Certain bids involving labor will require Performance Bonds in the form of surety bonds only (no checks of any kind allowed). These bonds shall not only serve to guarantee the completion of the work, but also to guarantee the excellence of both workmanship and material until the work is finally accepted and the provisions of the Plans, Specifications, and Special Provisions fulfilled. In such cases, the company issuing the surety bond must comply with all stipulations herein and must be named in the U. S. Treasury listing of companies holding Certificates of Authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies. Any excess between the face amount of the bond and the underwriting limitation of the bonding company shall be protected by reinsurance provided by an acceptable reinsuring company. Annual Bid and Performance Bonds on file with E & P Division must have sufficient unencumbered funds to meet current bonding requirements, or the bid will be rejected, unless the balance is submitted as set forth above, prior to bid opening.
5. **TAXES:** The AHTD is not exempt from Arkansas State Sales and Use Taxes, or local option city/county sales taxes, when applicable, and bidders are responsible to the State Revenue Department for such taxes. These taxes should not be included in bid prices, but where required by law, will be paid by the AHTD as an addition thereto, and should be added to the billing to the AHTD. The AHTD is exempt from Federal Excise Taxes on all commodities except motor fuels; and excise taxes should not be included in bid prices except for motor fuels. Where applicable, tax exemption certificates will be furnished by the AHTD.
6. **"ALL OR NONE" BIDS:** Bidders who wish to bid "All or None" on two or more items shall so stipulate on the face of bid sheet; otherwise, bid may be awarded on an individual item basis.
7. **SPECIFICATIONS:** Complete specifications should be attached for any substitution or alternate offered, or where amplification is necessary. Bidder's name must be placed on all attachments to the bid.
8. **EXCEPTIONS TO SPECIFICATIONS:** Any exceptions to the bid specifications must be stated in the bid. Any exceptions to manufacturer's published literature must be stated in the bid, or it will be assumed that bidder is bidding exactly as stated in the literature.
9. **BRAND NAME REFERENCES:** All brand name references in bid specifications refer to that commodity or its equivalent, unless otherwise stated in Bid Invitation. Bidder should state brand or trade name of item being bid, if such name exists.
10. **FREIGHT:** All freight charges should be included in bid price. Any change in common carrier rates authorized by the Interstate Commerce Commission will be adjusted if such change occurs after the bid opening date. Received common carrier bills that reflect ICC authorized rate changes must be furnished.

11. **SAMPLES, LITERATURE, DEMONSTRATIONS:** Samples and technical literature must be provided free of any charge within 14 days of AHTD request, and free demonstrations within 30 days, unless AHTD extends time. Failure to provide as requested within this period may cause bid to be rejected. Samples, literature and demonstrations must be substantially the same as the item(s) being bid, unless otherwise agreed to by AHTD. Samples that are not destroyed will be returned upon request at bidders expense. Samples from successful bidders may be retained for comparison with items actually furnished.
12. **GUARANTY:** Unless otherwise indicated in Bid Invitation, it is understood and agreed that any item offered or shipped on this bid shall be newly manufactured, latest model and design, and in first class condition; and that all containers shall be new, suitable for storage or shipment and in compliance with all applicable laws relating to construction, packaging, labeling and registration.
13. **BACKORDERS OR DELAY IN DELIVERY:** Backorders or failure to deliver within the time required may constitute default. Vendor must give written notice to the AHTD, as soon as possible, of the reason for any delay and the expected delivery date. The AHTD has the right to extend delivery if reasons appear valid. If reason or delivery date is not acceptable, vendor is in default.
14. **DEFAULT:** All commodities furnished will be subject to inspection and acceptance by AHTD after delivery. Default in promised delivery or failure to meet specifications authorizes the AHTD to cancel award or any portion of same, to reasonably purchase commodities or services elsewhere and to charge full increase, if any, in cost and handling to defaulting vendor. Applicable bonds may be forfeited.
15. **ETHICS:** *"It shall be a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a State contract upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business."* (Arkansas Code, Annotated, Section 19-11-708).
16. **NOTICE OF NONDISCRIMINATION:** The Arkansas State Highway Commission, through the AHTD, complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the AHTD does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the AHTD's programs and activities, as well as the AHTD's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the AHTD's nondiscrimination policies may be directed to Joanna P. McFadden Section Head – EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501)569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.gov. Free language assistance for Limited English Proficient individuals is available upon request. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.
17. **PROHIBITION OF EMPLOYMENT OF ILLEGAL IMMIGRANTS:** Pursuant to Arkansas Code Annotated 19-11-105, all bidders must certify prior to award of a contract that they **do not** employ or contract with any illegal immigrant(s) in its contract with the state. Bidders shall certify online at <https://www.ark.org/dfa/immigrant/index.php>.
18. **DISCLOSURE:** Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, **shall** be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy **shall** be subject to all legal remedies available to the agency.

ARKANSAS STATE HIGHWAY COMMISSION

AHTD CONTRACT NO. H-18-203P – JANITORIAL AND CLEANING SERVICES

DISTRICT 8 – RUSSELLVILLE

BID INFORMATION

This Contract is for furnishing Janitorial and Cleaning Services for the Arkansas State Highway and Transportation Department Building listed below for the period listed on the attached Bid Invitation form. The building to be cleaned is approximately 8,248 Square Foot.

Building to be cleaned and specifications are as follows:

District Eight Headquarters, 372 Aspen Lane, Russellville, Arkansas 72801

Bid shall be submitted on the Bid Invitation form furnished herewith. Bid envelope shall be sealed and marked so as to clearly indicate its contents and will be received at the locations noted on the Bid Invitation. Bids received after the date and hour set for opening will be returned unopened to the bidder.

A bid may be withdrawn, modified, or corrected by the bidder after it has been submitted, provided written request to do so is filed with the Equipment and Procurement Division prior to the hour set for opening bids. Telegrams or letters received before the hour set for opening bids will be accepted and attached to the unopened bid and the bid will be considered withdrawn, modified, or otherwise changed accordingly. No bid may be withdrawn, modified, corrected or otherwise changed after the hour set for opening bids.

The successful bidder must meet all State of Arkansas' applicable statutes.

SPECIFICATIONS

Daily

1. Dust, sweep, damp mop with cleaner, and buff floors daily.
2. Carpets vacuumed every other day, spot cleaned where possible. Shampoo quarterly.
3. Spillages removed as needed.
4. All waxed floors must be maintained so as to provide an anti slip walking condition. No spray buffing or butane floor machine will be permitted.
5. Rust spots and stains resulting from furniture or walls being moved must be cleaned within two (2) days.

RESTROOMS (Including Shop Restroom)

1. All restroom floors will be scrubbed three times per week.
2. Floors swept, detergent mopped and rinsed every day.
3. Fixtures cleaned and sanitized daily, free from odor.
4. Mirrors cleaned daily.
5. Fittings and supply pipes kept clean.
6. Stall partitions and tile walls kept clean.
7. Waste receptacles emptied daily and debris placed in designated areas.
8. Towel and tissue receptacles refilled daily (leave extra roll of tissue in all restrooms).
9. Hand soap receptacles refilled with antibacterial liquid hand soap.

RECEPTACLES

1. Waste receptacles emptied into plastic liners and placed daily in shop.

DUSTING

1. Desk, filing cabinets, bookcases, chairs, tables and other office furniture dusted with dust control treated cloths. All letter files, phone, and other items shall be moved, dusted thereunder and replaced to their original locations daily.
2. Window sills, low ledges, moldings, picture frames, etc. dusted with dust control treated cloths daily.
3. Free of cobwebs.

GLASS

1. Entrance door glass cleaned daily.
2. Glass desk tops cleaned and dry polished daily.
3. Partition glass smudges removed as needed.

MISCELLANEOUS

1. Kitchen countertops, breakroom tables and drinking fountains cleaned and sanitized daily.
2. Exterior of appliances in breakroom damp wiped daily.
3. Turn off lights, fans, etc. when nightly cleaning is completed.

PERIODIC SERVICES

Monthly

1. All woodwork, brick interior, walls and doors cleaned.
2. Lobby walls dusted or damp cleaned.
3. Blinds cleaned.
4. Clean interior windows
5. Light fixtures cleaned
6. Phones and desk radios cleaned and sanitized.
7. Return air grills cleaned.

IDENTIFICATION

All employees must wear, at all times, an ID tag with employee name and company name. Employees shall be fully clothed, long pants and shirts must cover body trunk. No visitors, guests or children will be allowed.

Bidder must provide the following information for bid to be considered:

1. List minimum number of hours to be worked each shift. _____
2. List minimum number of employees, including supervisors, that will work each shift. _____
3. Attach list of personnel, including supervisors, to perform contract. Updates must be provided as changes occur.
4. Attach list of equipment to be used and kept on job site, update as changes occur.
5. List company names, phone numbers and personnel to contact concerning references.
 1. _____
 2. _____
 3. _____

The successful bidder shall keep on the job at all times, when work is in progress, a competent supervisor satisfactory to the District Engineer. The supervisor shall represent the Contractor in his absence and all instructions given to him shall be binding on the Contractor. A joint review will be made and documented monthly by the Supervisor and a member of District Staff. The Contractor must be accessible by phone when needed. Calls shall be returned promptly. Work shall be by employees skilled in their trade and shall be in accordance with the Bid Information and Specifications set forth in this Bid Invitation for Cleaning Services.

The building must be inspected in the presence of Ms. Sonya Whittenburg, District Office Manager, District Eight Headquarters, 372 Aspen Lane, Russellville, Arkansas 72801, prior to the preparation and submission of bid. No bids will be accepted from bidders who have not inspected the premises with Ms. Whittenburg. Appointments can be made for such inspection with Ms. Whittenburg by calling (479) 968-2286.

The successful bidder will be required to furnish all labor, supervision, equipment and supplies necessary to perform the services requested for cleaning and maintenance. AHTD will furnish paper products (towels and tissue) for restrooms and kitchen receptacles as well as trash can liners for all trash receptacles. The successful bidder will provide all other cleaning products. Time of service will be performed from 5:30 p.m. until work is completed. The successful bidder and their employees will sign the "Log In" and "Log Out" sheet each time they are on the premises. The successful bidder shall supply verification in writing each evening that daily chores have been accomplished. The successful bidder shall also supply verification of periodic chores at the time work is accomplished outlining chores completed.

The successful bidder must be covered by Workman's Compensation, Public Liability and Property Damage Insurance, and all employees shall be bonded, proof of bond required. Certification of Insurance shall be furnished to the Department and will be kept on file. Public Liability and Property Damage Insurance must cover all AHTD property and personal property of AHTD employees.

The successful bidder will invoice Arkansas State Highway and Transportation Department, District 8 Headquarters, P. O. Box 70, Russellville, AR 72811-0070, on a monthly basis following performance of the services, and payment will be made as promptly as possible.

The price bid shall remain in effect for the period from July 1, 2017 thru December 31, 2017, with the option to renew upon mutual written agreement of both parties. All the foregoing provisions of this contract are expressly subject to prior termination by the Arkansas State Highway and Transportation Department at its election upon giving to the contractor 30 days notice of its intention, with reasons given to terminate this contract. Inspection of the work of the contract shall be conducted on a monthly basis. In the event of unsatisfactory performance of the contractor, notice will be given to contractor prior to calling upon the surety for performance. Failure to remedy the unsatisfactory performance within two working days shall result in a notice to the surety and termination of the contract. Contractor response to notice of termination will be allowed during the 30-day period only.

ATTACHMENT A

ELIGIBLE BIDDER CERTIFICATION

The Bidder represents and warrants for itself, its employees and its subcontractors and certifies they:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph two (2) of this Certification;
4. Have not within a one-year period preceding this application/Bid had one or more public transactions (Federal, State, or local) terminated for cause or default; and

The Bidder represents, warrants and acknowledges the understanding that restrictions placed on the employment of labor or on the scale of pay for the work on a contract will be the requirements of the Fair Labor Standards Act (Federal Wage-Hour Law) of 1938, 28 USC §201 et seq., and other applicable labor laws.

The person executing this Certification further represents, warrants and affirms the truthfulness and accuracy of the contents of the statements submitted on or with this Certification and understands that the provisions of 31 USC §3801 et seq. are applicable thereto.

BIDDER NAME

BY: _____

Signature

TITLE: _____

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: _____ SUBCONTRACTOR NAME: _____

Yes No

IS THIS FOR:

TAXPAYER ID NAME: _____ Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS*

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse is a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and how are they related to you? <small>(i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.)</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly							
Constitutional Officer							
State Board or Commission Member							
State Employee							

None of the above applies

FOR AN ENTITY (BUSINESS)*

Indicate below If any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (✓)		Name of Position of Job Held <small>(senator, representative, name of board/ commission, data entry, etc.)</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?	Ownership Interest (%)	Position of Control
	Current	Former		From MM/YY	To MM/YY			
General Assembly								
Constitutional Officer								
State Board or Commission Member								
State Employee								

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

Signature _____	Title _____	Date _____
Vendor Contact Person _____	Title _____	Phone No. _____

Agency Use Only				
Agency Number _____	Agency Name _____	Agency Contact Person _____	Contact Phone No. _____	Contract or Grant No. _____